

**In The United States District Court For Southern District of New York**

---

Annamarie Trombetta,  
 Plaintiff,  
 vs.  
 Norb Novocin, Marie Novocin,  
 Estate Auctions Inc.  
 WorthPoint Corporation  
 Defendants

---

Civil Action No. 18-cv-0993-RA-HBP

**PLAINTIFF'S RIGHT TO FILE A MOTION  
 TO ALTER OR AMEND PURSUANT TO  
 F.R.C.P RULE 59 (e) AND PURSUANT TO  
 F.R.C.P RULE 60 RELIEF FROM A  
 JUDGMENT BASED UPON ERRORS**

Plaintiff, pursuant to Federal Rule Civil Procedure 59(e), by right, is filing a Motion to Alter or Amend a Judgment. Accordingly F.R.C.P. 59 (e) states : a motion to alter or amend a judgment must be filed no later than 28 days after the entry of the judgment (28 appendix U.S.C. § 59) see *Singleton vs New York* (S.D.N.Y. 2020). Plaintiff is filing this motion prior to filing an appeal, as the Appeals documents inferred in ECF 539 and was the case in *Singleton vs New York* (S.D.N.Y 2020). Under Rule 59 (e) it is appropriate to file a Motion where :

(1) the district court is presented with newly discovered evidence or committed clear error;  
 (2) the initial decision was manifestly un just; or (3) there is an intervening change in the controlling law. The movant must demonstrate the Court overlooked controlling decisions or factual matters that had been previously put before it. *Padilla v. Maersk Line, Ltd.* (S.D.N.Y. 2009).

Plaintiff, pursuant to Federal Rule Civil Procedure 60, by right, is filing a Relief from Judgment. Accordingly, Rule 60 (b) provides six bases for relief from a judgment. It also provides that motions for relief “shall be made within a reasonable time, not more than one year after the judgment, order, or proceeding was entered or taken. Grounds for Relief from a Final Judgment, Order, are based on Fed. R. Civ. Pro. 60(b) (1) : which allows relief due

to "mistakes, inadvertence, surprise or excusable neglect." It applies to acts of the court, parties or third persons. Thus Rule 60(b) (1) has been held to permit granting of relief where the court overlooked factual items relevant to damages concerning major claims in my case.

Accordingly, Rule 60 (b) provides six bases for relief from a judgment proceeding or an order. Pursuant to Federal Rule Civil Procedure Rule 60 (a) errors within the purview of Rule 60 (a) include "misprisions, oversights, omissions, unintended acts or failures to act. see " *First National Bank v. National Airlines*, 167 (S.D.N.Y.1958). The word "record" in Rule 60 (a) refers not only to process, pleadings, and verdict but also to evidentiary documents, testimony taken, and all other matters pertaining to the case of which there is a written record. Rule 60(b) provides six bases for relief from a judgment proceeding or an order.

Plaintiff submits my Relief from Judgment after legal consultations and will address my meritorious defenses and grounds previously entered within the numeric docketed filings on the court records and within exhibits, throughout my case. Plaintiff's Motion focuses on Fed. Rule Civ. Pro.60 (1), defined as : *mistake, inadvertence, surprise, or excusable neglect*, Fed.Rule Civ. Pro.60 (3), defined as : *fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party ( both Defendants)* and Fed.Rule Civ. Pro. 60 (6), defined as : " *any other reason that justifies relief.* " Additionally, Rule 60 (a) of the Federal Rules of Civil Procedure is as follows : (a) Clerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal, such mistakes may be so corrected before the appeal is docketed in the appellate court, and hereafter while the appeal is pending may be so corrected with leave of the appellate court."

### SUMMARY FOR FILING RULE 59 (e) AND RULE 60 MOTION

As a visual artist, preventing strangers from forging one's name on any artwork you did not create is one of the goals for this lawsuit. Despite producing two 1972 dated signatures, the Court did not grant Declaratory nor Permanent Injunctive Relief, nor was I awarded my \$8500 for my lost sale. Prior to filing my lawsuit on February 5, 2018, I had an attorney phone and send a settlement letter to Estate Auctions Inc. It was last filed on August 1, 2023 in Doc. 527-1 pages 31 to 33. Plaintiff is aware of pertinent dated events, facts and information, prior to filing of my lawsuit and throughout litigation that reveals deceit, concealment and fraud. Your Honor, Judge Swain was appointed to this case on June 15, 2023. Plaintiff's intent in filing my Motion is to correct numerous factual errors. The most recent and significant is the due date of my Proposed Amended Complaint with additional claims for Fraud, business and emotion Torts and IIED, which was filed on Dec. 19, 2022 as written in Doc 333. —see excerpt below Despite having Covid, I met the deadline to file my "Proposed" Amended Complaint with

2. To the extent that Ms. Trombetta wishes to amend her complaint, by **Monday, December 19, 2022**, she shall file her motion to amend the complaint (the "Motion") attaching the proposed amended complaint. By

Exhibits in Doc. 341 and 342. I filed two Proposed Amended Complaints. and wrote a separate PAC for each Defendant due to the court's restriction to submit large file sizes.

On Dec. 21, 2022, Judge Cave ordered me to file Defendants separate Motions in two files and filed one document. The content in Dec. 19th filing is the same as the Operative Complaint or SAC. My claims in Proposed Amended Complaint were granted one month later on Feb. 2, 2023 in Doc. 366 by Judge Cave. Following typical court protocol I filed my edited, numbered Second Amended Complaint in Doc. 368 on Feb. 9, 2023. Due to the delayed

Court mailing of Doc. 366, the public docket did not state Judge Cave deemed my Proposed Amended Complaint as the Operative Complaint. Judge Cave deemed my Dec. 19, 2022 filing (refiled in Doc. 348) and granted my Amended Complaint as the Operative Complaint Feb. 3, 2023. Judge Cave never dismissed my Operative Complaint same as the Dec. 19 2022 content.

On page one of Judge Swains' Feb. 20, 2024 Memorandum Judgment, Your Honor does not note my dated Dec. 19, 2022 filings in Doc. 341 and 342. To further clarify, in Doc. 333 the deadline to file my "PROPOSED" Amended Complaint was Dec. 19, 2023. Again, the same PAC filed on Dec. 19th was granted and deemed the Operative Complaint on Feb. 3, 2023. I brings to the Court's attention to my first filing on May 18, 2022 in Doc. 224 and Doc. 225, when Plaintiff filed a Motion For Leave to File a Supplemental and/or Amended Complaint to include Fraud, Declaratory and Permanent Injunctive based on Defendants production of false Discovery and contradictory evidence by both Defendants. Judge Cave denied my Leave to Amend till the end of Discovery which concluded on Dec. 15, 2022.

I note on page one of Doc. 538, Your Honor incorrectly wrote my SAC was late. It is in Doc. 341 and 342. I note in Your Memorandum it is written Plaintiff's MSJ in Doc. 432 on pages 29-35 and 37-38 asserts additional claims for fraud. My PAC filed on Dec. 19, 2022 is the same as my Operative Complaint. My Plaintiff's MSJ in Doc. 432 was taken from my Operative Complaint and all fraud claims for both Defendants start on page 6 to 82. I begin with the Legal Standards of F.R.C.R Fraud 9 (b) to Amend Plaintiff's Complaint. At the end of page 8, I listed all five elements of Fraud. On page 8, I noted the Statutes of Limitation for Fraud in New York ~ Six Years GENERAL or Two Years From the Time of the Confirmed Fraud which was confirmed early April 2022, by Discovery evidence. EAI's misspelled



red signature of ANNA with a space, then MARIA, was not spelled as one name ending in the letter E rather it is two words ending in an A. Despite informing the Defendants I was not the artist since 2017, both signatures confirmed Defendants' negligence in realizing the misspelling. Norb Novicin's Deposition admits the front signature "A.Trombetta" "was garbled and hard to read yet he and his wife when deposed affirmed they hired a photographer to take photos of the "garbled A. Trombetta signature" to include this in their publicly displayed online ad next to my personal, self authored biography that was infringed. On pages 8 thru 13, I defined Identity Theft (as I did in Doc. 36 filed on Feb. 21, 2020). On page 13, I listed all eight Counts of Fraud such as the first 1) FRAUD ~ COUNT I ~ DEFENDANTS' KNOWN FALSE WRITTEN MISREPRESENTATION FRONTAL SIGNATURE "A. TROMBETTA" PHOTO ie public "false signature in the photo in the 1972. On page 15, I noted the SECOND COUNT MISREPRESENTATION OF ARTIST DUE TO THE AGE AND YEARS STATED. On the bottom of page 15 to page 20 is another FRAUD ~ COUNT III ~ DEFENDANTS' KNOWN FALSE WRITTEN MISREPRESENTATION OF NAME ANNA (space) MARIA SIGNATURE IN RED ON THE BACK OF THE CANVAS ALSO CONSTITUTES "FALSE ADVERTISING. On the bottom of page 20 to 23 is COUNT IV ~ DEFENDANTS' KNOWN WRITTEN REPRESENTATION OF PLAINTIFF'S WEBSITE AND THE NEGLIGENCE BY EAI DEFENDANTS IN NOT VIEWING OR NOT CONTACTING THE PLAINTIFF. Clearly EAI is lying since my biography was not on AskArt's website in 2012. On the bottom of page 23 to 25 is COUNT V FRAUD ~ DEFENDANTS' WRITTEN DECLARATION AND MISREPRESENTATIONS TO WORTHPOINT DEFENDANT AND PLAINTIFF THE YEAR OF MY BIOGRAPHY ON ASK ART. In total there are eight counts of fraud. The last count COUNT VIII IS THE TANGIBLE CONVERSION (BIO IN CATALOG) TAKING AND

MISAPPROPRIATION PLAINTIFF BIOGRAPHY. On page 42, I listed and describe the five ELEMENTS OF FRAUD RELATED TO ESTATE AUCTIONS INC. element of fraud.

-1) Misrepresentation by EAI 2) Knowledge of the material falsity 3) Inducing the other party to rely upon it 4) Justifiable reliance of the other party and 5) Injuries and Damages. This was taken from my filed Doc. 224 and Doc. 225 on May 18, 2022. in my first attempt to Amend my Complaint. On page 43 to page 50, I name all my new claims for negligence, Elements of Intentional Infliction of Emotional Distress and describe tort claims, and ended on page 50.

WorthPoint had seven Counts of Fraud. Its first count of fraud is WorthPoint's written, Nov. 16, 2015 email sent to me by Anita Brooks 'falsely stating the 1972 webpage was not on WorthPoints website. when she misdirected me to contact eBay. See Doc. 517-4 Filed 06/29/23 Page 29 of 38. ~ COUNT I - FIRST FALSE WRITTEN MISREPRESENTATION —three written counts of fraud. On page 57, I noted COUNT IV~ FOURTH FALSE WRITTEN MISREPRESENTATION. Plaintiff's fourth claim of fraud and false written misrepresentation is the the visual copyright symbol vector © along with WorthPoints' statement © Copyrighted work licensed by Worth Point" that is depicted in the photo that was featured in the false 1972



ad next to Plaintiff's name. In general the definition and use of a "C" with a circle around the letter, or use the word "copyright," by any party, indicates to all

who view it and is notice to the public that the work is copyrighted, The party/parties or company using the © is/ are the owner of the work. This false use a copyright symbol with my name and biography falsely misinformed the public while concurrently and falsely associating me with eBay, WorthPoint and Estate Auctions Inc. with companies selling low quality goods.

This public display on the internet absconded my exclusive copyrights. In Discovery and in my SAC, I addressed my rights. My claim for DMCA against both Defendants for the removal of my copyright management information by EAI 1202 (a) (b) and the application by WorthPoint to display false copyright management information 1202 (a) (b) granted in Judge Abrams Order in Doc 187 on pages 14 to 26 is filed in Doc. 518-5 on 06/29/23 and is on Page 36 of 38.

Trombetta also alleges that a post similar to the 2015 post was on the internet when she searched for it in May of 2017. Compl. at 7, 42. It is unclear whether Trombetta is alleging that the 2015 post was in existence in 2017 (1) because Worthpoint never deleted it or (2) because Worthpoint reposted it after deleting it in 2015 or 2016. If the former is true, then Trombetta's copyright claim against Worthpoint accrued in 2015 when she first saw the post, and the claim is untimely. If the latter is true, by contrast, then the reposting constitutes a new copyright violation, one that accrued within the limitations period.

Plaintiff filed evidence in Doc. 504-2, Doc. 518-3 518-4 Filed 06/29/23 Page 1 of 37 of all the WorthPoint listings in March, April and May, of 2017. I printed from computers WorthPoint's online webpage with the 1972 oil painting listng. In addition both Doc 504-2 and 518-3 -518-4 include emails sent from WorthPoint to Plaintiff in Nov. 2016, Jan. 31, 2017 and April 24, 2017 to solicit people to invest in WorthPoint's website. In summary, in late 2016 WorthPoint reposted the false 1972 webpage while it was concurrently sending emails me to my "[trombettaart@yahoo.com](mailto:trombettaart@yahoo.com) address. My evidence verifies the dates in late 2016 into 2017 of WorthPoint's reposting, thus the accrual rule is in effect for last known date on May 9, 2017. To clarify, I first found WorthPoint's webpage in August 2015. It took seven months for WorthPoint to remove one post. In roughly six month the false 1972 webpage was repoted under my name in late 2016 to May 2017. At the same time WorthPoint was sending me emails. Despite my unsubscribe submissions (see Doc. 518-3 page 3 ) WorthPoint's emails did not stop.

In Your Honor Memorandum on page one in Doc 538, it is written that Plaintiff was asserting additional claims in my MSJ in Doc. 432 on pages 29 to 35. I kindly inform Your Honor this is an incorrect statement. Below is a screen shot my Operative Complaint, page 58, which states the same information regarding WorthPoint's production of the Plaintiff's complete biography marked as "Confidential" on WP00038, WP00039 and WP00040. It is Plaintiff's property, not WorthPoint's. My website and biography are public therefore NOT "Confidential". In my Operative Complaint and 's MSJ in Doc. 432, I noted WorthPoint's false evident in WP00038, WP00039 and WP00040 titled as Terapeak extract. WorthPoint produced a sublicensee agreement dated 2009 titled AERS and not a licensing agreement from Terapeak. The excerpt below is a screen shot of page 58 from my Operative Complaint. On the next page is an excerpt from Plaintiff's Motion for Summary Judgment from page 33, similar to page 58 noting WorthPoint's "Confidential" evidence WP00038, WP00039 and WP00040 and **BELOW IS PAGE 58 FROM PLAINTIFF'S OPERATIVE COMPLAINT.**

The next issue Plaintiff brings to the Courts attention is the subject of the source of the eBay source of all of WorthPoint's sales records and or information. As noted aforementioned, Plaintiff, on Feb. 3, 2016 spoke with Greg Watkins, WorthPoint's official webmaster. Mr. Watkins stated that WorthPoint's "middleman" for obtaining information was Terapeak. Moreover, on April 8, 2022 WorthPoint's attorneys produced bate stamped evidence titled WorthPoint Evidence titled "Confidential- trombetta- **terapeak**- extract as **WP000038, WP000039 and WP000040.** WorthPoint used the Terapeak name in their Confidential documents that contain Plaintiff's full biographical text. WorthPoint has no right to label my biography as "*Confidential*". WorthPoint has absconded my copyrighted information without my CMI and is using my full biography as evidence in this case. The EAI ad is on WorthPoint's website was duly noted by the Plaintiff to the Court as being truncated mid sentence. The ad and the bate stamped evidence using the name Terapeak, differ in size and content from actual content in the ad that was on WorthPoint website. WorthPoint explanation is that they did not modify the text taken from Terapeak. My attempt to clarify who licensed my biography was met by WorthPoint in a generic reply.

not WorthPoint's property. This is my copyrighted self authored biography and is my personal property and identity. WorthPoint is attempting to possess or dominate my name and brand. WorthPoint's evidence produced on April 8, 2022 initiated my request in Doc. 224 and Doc. 225 and why I filed on May 2022 a Leave to Amend to request the Court to grant Permanent Injunctive Relief as a direct response to in WP00038, WP00039 and WP00040 EXHBIT #and Estate Auctions Inc unethical and incorrect use of my biography with the production of two signatures which do not look the same ie are dissimilar to each other and also misspell my name. These two signatures, similar to my name are still on the 1972 oil painting, that I have declared I did not paint since August 2015. This Rule 59 (e) and Rule 60 Motion in part is submitted to once again request the Court to grant Declaratory Relief and Permanent Injunctive Relief.

**BELOW IS PLAINTIFF'S MSJ 432 PAGE 33 EXCERPT BOTTOM PARAGRAPH**

WorthPoint failed to produce the Terapeak Licensing agreement and produce a "sub-licensing agreement. A sublicense agreement is a legal document that outlines the terms and conditions where one business owner allows another party to use their intellectual property. The original business owner, or licensor, often has the exclusive right to license specific intellectual property for a certain period of time. The term licensing agreement refers to a legal, written contract between two parties wherein the property owner gives permission to another party to use their brand, patent, or trademark. In the Feb. 3, 2016 transcript phone call Gregory Watkins (Ex.#11) stated the source of the 1972 eBay post was Terapeak. WorthPoint in WP00038, WP00039 to WP00040 is the alleged ad from Terapeak with a date of Dec. 4, 2012. Allegedly in

I bring to Your Honor's attention to Dec. 13, 2023 in Doc. 528 and. Your request to WorthPoint to produce all redacted proprietary evidence with WorthPoint's information. see inserted Order from Doc. 528 filed on Dec 13. 2023. WorthPoint **failed** to produce

ORDERED that Defendant WorthPoint Corporation file under seal, with access to the Plaintiff, Defendant WorthPoint, and court personnel only, the unredacted version of Jason Packer's Declaration (docket entry no. 425-6, 480-2), as well as any other evidence that was redacted to protect proprietary information and offered in connection with WorthPoint's Motion for Summary Judgment (docket entry no. 423), within 7 days of the date of entry of this Order.

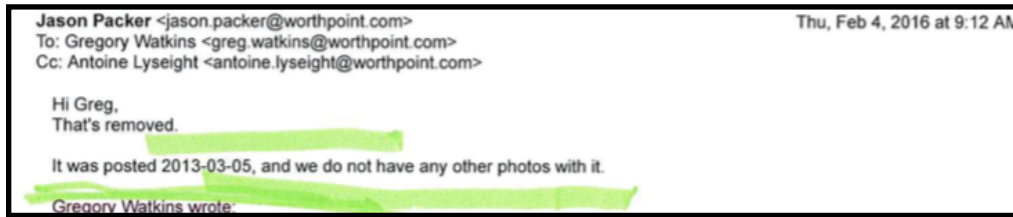
WorthPoint's 2009 AERS sub licensing in Dec.2023. WorthPoint only produced a Declaration by Jason Packer and a report by Jessie Stricchiolia. In Doc. 531, Plaintiff filed on Dec.19, 2023, requesting to file under seal, my copy of the 2009 AERS sub licensing which I had filed on June 7, 2023 in Doc. 497 as **Exhibit #1**. In Doc. 531, I noted the Discovery disputes about the difference between a licensing and sub licensing agreement in Doc. 274 filed August 29, 2022. I note my requested for the date and year Worth Point posted the false 1972 webpage was its website. WorthPoint's attorneys stated in writing that they did **not** know the date or year. Below in an excerpt by WorthPoint's attorney is their reply on August 1, 2023 in Doc. 526-2

Case 1:18-cv-00993-LTS-SLC Document 526-2 Filed 08/01/23 Page 2 of 13  
 Plaintiff's Evidence 000606  
**RESPONSE:** WorthPoint objects to this request on the grounds that it is duplicative of plaintiff's prior similar request, and it mischaracterizes the manner in which eBay data is made available on WorthPoint's service. Subject to and without waiving the foregoing objections, WorthPoint states that there were no such employees that manually posted this specific listing. Furthermore, WorthPoint is not in possession of any information as to when this listing was posted on WorthPoint's website. Based on the Google Analytics records WorthPoint previously produced, this listing had no traffic (i.e., no person had viewed it) prior to August 2015.

WorthPoint's evidence in WP000132, stating the 1972 webpage was posted on March 5, 2013. and contradicts its attorneys reply. This same date, March 5, 2013, was used in another 2015 copyright infringement lawsuit by photographer Barry Rosen vs WorthPoint and Terapeak, its

• Infringing items were still available on WorthPoint's website when the FAC was filed on March 5, 2013 (*id.*)

licensing partner,  
 2015-cv-00112- Ca.



Insert to the  
 left is  
 WP000132

WorthPoint gave two different replies for one simple question prevent any true verification. I did request the date of the 1972 post back in 2016 and WorthPoint failed give it to me.

Plaintiff has no prior connection in any way to either Defendants. In 2019, Estate Auction Inc. declared in a written statement, a third party internet site scrapped the Dec. 1, 2012 sales record. In Discovery, Estate Auctions Inc has a paid membership with WorthPoint since 2014.

As aforementioned WorthPoint's evidence WP00038 to WP00040 was titled Terapeak extract and contains my full website bio. **EXHIBIT #2** WP00038- WP00040 During Summary Judgment, I filed WorthPoint's sub licensing agreement in Doc.497-2 on 06/07/23 Page 2 to 27. I remind Your Honor, I have no ties or business relations to WorthPoint, Estate Auctions Inc or eBay. I have proven in the production of my 1972 script, print signature and my Girl Scout badge sketches and my Girl Scout Sash, I am not the artist nor did I sign the 1972 oil painting. The artist is still unknown. WorthPoint failed to obey Your Order in Doc. 528 on Dec. 13, 2023 Please request WorthPoint'to produce all redacted documents in Doc.497-2 filed on June 7, 2023 Pages 2 - 27. WP 2009 sub licensing AER agreement to amend or alter any decisions.

I also and bring to Your Honor's attention that my claims for Torts are in my SAC/ or Operative Complaint for EAI on pages 43 to 47 and for WorthPoint on pages 75 to 78. My MSJ in Doc. 432 Tort claims are brief and on pages 37 to 38. This is also taken from my SAC.

Before Plaintiff addresses other issues in February 20, 2024 Memorandum Judgment in Doc. 538, to correct any information that is not true or accurate I also note the Feb. 8, 2023, Memorandum Order in ECF 537 overlooked pertinent evidence. By right, Plaintiff had 14

days, till Feb. 22, 2024 to file a response to ECF 537. I did file a response letter Feb. 16, 2024. I submit proof I sent my email and am filing the exhibits in **EXHIBIT# 3** My filing to the Court addressed WorthPoint's deceitful dates and facts in its lawsuit against me in Georgia. I planned to file a Rule 60 Motion for ECF 537 on Feb. 20, 2023. I halted correction via Rule 60 Motion set to be the Feb, 20, 2023 due to the Judgment which included Appeals forms. This Motion hopes to cure all misinformation in both Doc 537 and Doc 538.

### **BRIEF INTRODUCTORY SUMMARY WITH SUPPORTIVE EVIDENCE**

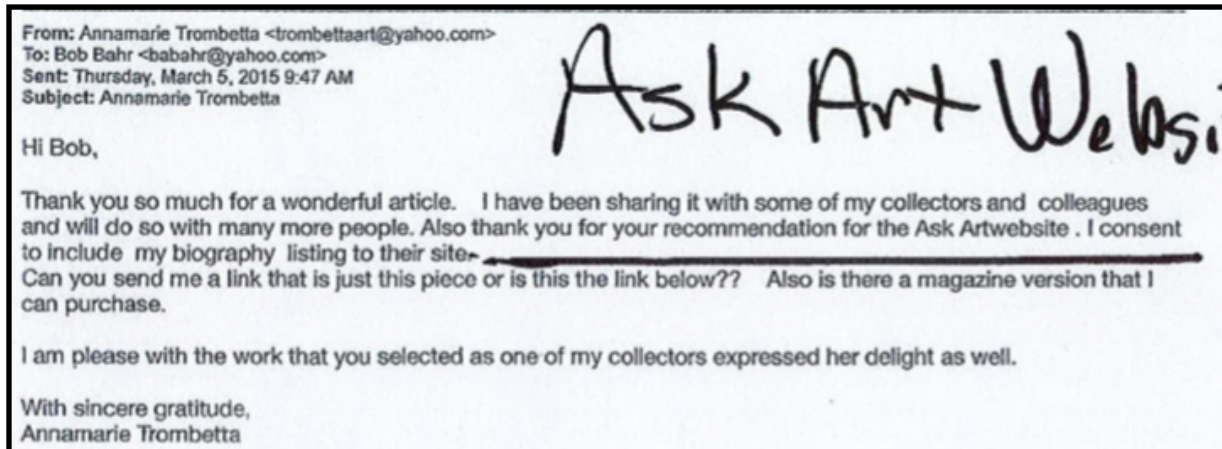
Plaintiff's summary begins with dated facts regarding online links I monitored from late 2010 onwards due to uploading to You Tube and Vimeo, short videos of my outdoor painting and art. In mid 2012, a prized and professional photographer, videographer, Salem Krieger, produced a short video of my painting outdoors in Central Park and is online. His video titled Painting Central, was uploaded on Nov. 17, 2012. See **EXHIBIT #4** Video Painting Central- Date of release 11/17/2012. I monitored each uploaded video that was immediately listed on the internet under my name. I checked my online posts daily and/or weekly. If the the alleged eBay sale took place around Dec. 1, 2012 and WorthPoint was posted March 5, 2013, I would have seen it since I inspected the progress and appearance new links under my name.

### **F.R.C.P 60 (1) committed clear error; and 60 (2) The initial decision was manifestly unjust**

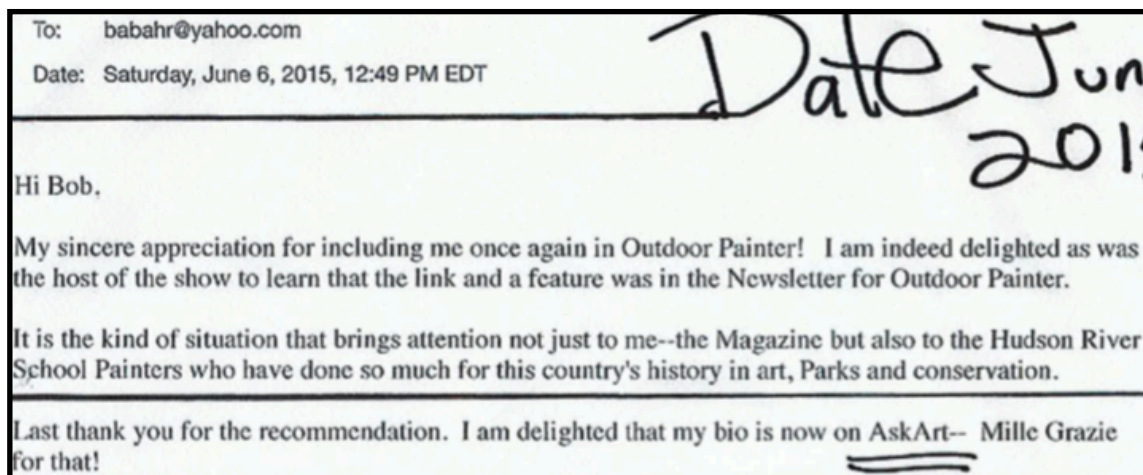
On **page 3** of Doc. 538 Judge Swain wrote RE; my AskArt biography listing . "*Plaintiff deposes without offering any relevant evidence, that Norb Novocin found all information, regarding the Painting and Plaintiff biography on a website called Ask Art.* First, my AskArt listing has no visual images, nor samples of my signatures. My bio was added to askART in 2015. All text is from my website bio. In my MSJ in April 2023 and on June 14th in Doc, 504 -2, also June 29, 2023 Doc. 517-4 and Doc. 518-2, I filed irrefutable proof that confirms my biography was listed on askArt in 2015.



In 2015, I had a phone interview with Bob Bahr. Presently this article from my 2015 exhibit is online. On **March 5, 2015** I emailed and consented in writing for Mr. Bahr to recommend my website biography to list on Ask Art's website. An excerpt of this email is below. I filed in the Court Records my 2 emails see Doc, 504 -2 page 4, Doc. 517-4 page 31, Doc. 518-2 - page 4.



On **June 6, 2015**, I emailed Bob Bahr and confirmed my personal website bio was listed on AskArt website, (See June 14, 2023 Doc, 504 -2 page 5 June 29, 2023 Doc. 517-4 page 32 and 518-2 page 5 filed June 29, 2023). I also filed in Doc. 518-2 page 6 another document



by an internet company, Wayback Machine who captured my Ask Art bio listing on Sept. 22, 2015. Plaintiff has no association to Wayback Machine. This internet company posted the

unsolicited online date when my biography was added to AskArt's website. No other years were listed. On the bottom of page 33 of Doc. 538, Your Honor wrote " *Plaintiff argues that Mr.*

*Novocin could not have found her biography on askART ...* Plaintiff is not arguing, I submitted evidence of personal dated emails which Your Honor failed to review or mention my emails.

Instead, Your Honor wrote " *Because Plaintiff provides no evidence to contradict Mr. Novocin's testimony the Court cannot find a genuine issue of fact*"..... I note to Your Honor factual

truths and dates when I consented to my askART bio are recorded in my emails. On Page 15 of Plaintiff Response to EAI MSJ, I filed in Doc. 488 filed May 30, 2023 and noted to the Court that Mr. Novocin testified in of his deposition he did not review the Terms on askART.

AskART prohibit any third party transfer or copy and pasting. See Doc. 488 filed May 30, 2023 in EX.21C askART Terms p.22 to 24 Below is an excerpt from askART's terms of use. " *You may not modify, create derivative works from, participate in the transfer or sale of, post on the World Wide Web or in any way exploit the Site or any portion thereof for any public or commercial use without the express written permission of askART. You are responsible for complying with all Ask Art does not permit* " **EXHIBIT #14.** Novocin admitted in his Deposition

he was a member of askART for 21 years yet claims he does not know the AskART's Terms of Use are on its' website This verifies his pattern of irresponsibly escape set boundaries.

Furthermore, the Court's grave error on page 3 Memorandum Opinion and Order infers or moreover, Judge Swain wrote " *Norb Novocin found all information regarding the Painting (I assumes this means the 1972 painting) and Plaintiff's biography on a website called askART.....* Plaintiff's evidence contradicts Judge Swans written mistakes. Again my biography was added to askART's website by Bob Bahr, In June 2015, my askART bio was online. I sent an email to thank Mr. Bahr for his recommendation. Norb Novocin has not produce

any evidence. He failed to name or identified any person who painted the 1972 oil painting. Plaintiff produce supporting evidence and thus declares the following :

- 1- I did not paint in oil paints in 1972 as my website biography confirms. I was nine years old and too small to paint a four foot by 18 inch size canvas. Mr. Novocins claim is ridiculous.
- 2- I did not paint in oils and did not paint the 1972 oil painting “ Man With Red Umbrella”.
- 3- I did not sign the 1972 oil painting “ Man With Red Umbrella”. I produced irrefutable proof and 1972 childhood notebook with dated handwriting, drawings, sketches of badges that match the badges on my Girl Scout Sash with location badges of New York and Brooklyn.
- 4- I produced three forms of proof that my biography was added to askART’s website in 2015.

#### **PLAINTIFF’S ONE TIME BID ON EBAY IN JUNE JULY 2015**

On June 13, 2015 for the first time, I signed up and put a one time bid on an eBay item. Evidence of my first eBay connection was filed in Doc. 517-4 filed 06/29/23 Page 21 of 38. On July 15, 2015, I changed my eBay password. The email is filed in Doc 517-4 page 22 .

PLEASE NOTE I am filing the electronic native email of my July 15, 2015 eBay email as an example see **EXHIBIT # 5**. On July 30 in 2015, I won a eBay bid. The email is filed in Doc. 517-4 on June 29, 2023 Page 23 of 38. Shortly after my first eBay sign up, my colleagues saw the fake, online eBay sale, dated 1972 for a large, damaged oil painting with the fake signature and he phoned me. For Discovery, Alex Raspa, submitted a letter documenting his finding of the fake online 1972 post using my name and biography. See Doc 517-4 last filed on June 29 2023, Page 12 of 38. In August 2015, I contacted the NYPD to reported the false public signature. I emailed Detective Randy Rose on August 9, 2015 - see Doc. 518-5 filed on June 29, 2024 on page 32. On Sept. 3, 2015, I emailed and consulted with a lawyer. I also filed an Identity Theft Report with the Federal Trade Commission. I filed this report with the

Court, again, on June 29, 2023 in Doc.518-5 page 30. I did so since I could not remove the false post under my name and the ad purported a fraudulent signature. Each company, eBay and WorthPoint, consistently denied they had the fake online 1972 internet link on its website. In 2015, WorthPoint's website had a hyperlinked eBay logo, when clicked, eBay's website would appear. WorthPoint's deceptive meant to confuse Plaintiff while misinforming me, resulted in months of worry, lost time, money and work. I remind the Court, I am the only visual artist named Annamarie Trombetta on the internet. Plaintiff requested the removal of WorthPoints' false 1972 oil painting webpages from August 1, 2015 to Nov. 16, 2015 when WorthPoint's employee Anita Brooks wrote an email that I need to contact eBay to remove the false post. see Doc. 518-4 page 19 of 33, last filed on June 29, 2024. My inability to remove this fake 1972 post caused Susan Goldstein's aunt to question my my integrity and capabilities. She did not buy my painting Wisteria Arbor, for \$8500, WorthPoint's added posts under my name further injured my professional credibility.

In Dec. 2015, I phoned and emailed eBay several times to remove the fake post. due to possibly losing my painting sale which I did. I spoke with four eBay reps within one phone call. When I spoke to the third eBay rep, named Jamie, he informed me the 1972 painting link was on WorthPoint's website. An excerpt below is from Doc. 517-7 page 11 of 22 and filed on June 29, 2023. Jamie gave me WorthPoint Customer service number 877-481-5750 -see below

```

00;15;36;21 - 00;15;45;22
Jamie eBay Customer Service
Okay. The phone number for WorthPoint contact information. Customer
service will be 877 481-5750.

00;15;46;12 - 00;15;56;24
Annamarie Trombetta
Well, I did call them and they said that I had to get in touch with eBay
because if they don't sell anything, they're a database. So I keep going
back and forth.

00;15;59;16 - 00;16;10;12
Jamie eBay Customer Service
Let me try see at our end to maybe they provided information like a third
party app to give it to me tried to go ahead and provide that information
here on eBay.
And do it again. OK,

Annamarie Trombetta

```

An excerpt from my Dec. 2015 eBay phone call with the fourth eBay specialist Archer confirmed the fake 1972 link was on WorthPoint's website. He research the 1972 eBay sale and said it was undefined. The eBay call was filed last 6/29 2023 Doc. 517-7 pages 2 to 22.

**Archer**  
We can but you have that option because it bears your name in their site.  
You can request for Worth point to remove this breach on their site.  
It's on their site.

00;39;39;06 - 00;39;58;06  
**Annamarie Trombetta**  
So it's my responsibility. Now, to have WorthPoint, take it down, but  
it's associated with eBay because there's a link to eBay. So does eBay  
have any responsibility in in.. assisting me with taking this down.

00;39;58;29 - 00;40;11;18  
**Archer**  
If it's free If we really have a specific link for the sale.. all  
right... It only shows the link of the home page of eBay. Having it  
confirmed that it's sold on eBay.  
But if it shows a source which it's UNDEFINED it's only a website It's  
only a page . . It's a homepage So let's say if we have a partner to  
this website.. right?

## MY 2016 16 REQUEST TO WORTHPOINT TO REMOVE FAKE 1972 POST

Below is a list of dates, way I contact WorthPoint and email requests I sent to WorthPoint to remove the fake 1972 oil painting post Man with Red Umbrella off WorthPoint's website.

### 1-First Removal Request to WorthPoint

| Date                 | Type of Contact             | Person/ Source or email address   |
|----------------------|-----------------------------|-----------------------------------|
| <u>Jan. 14, 2026</u> | Online Item Removal Request | Submitted on WorthPoint's Website |

In 2016, I filled out WorthPoint's Item Removal Request to remove the 1972 oil painting.

WorthPoint failed to produce any Item Removal Request in Discovery. Evidence of my request is filed in the two page application titled Item Removal Request.1- Please review Jan. 14, 2016 evidence filed June 14, 2023 in Doc. 504-2 Page 23 of 30 and Doc. 504-2 Page 24 of 30.

### 2-Second Removal Request to WorthPoint

| Date | Type of Contact | Person/ Source or email address |
|------|-----------------|---------------------------------|
|------|-----------------|---------------------------------|

Jan. 22, 2016

Phone Call

Phone Call with WP Anita Brooks

On Jan. 22, 2016 after one week of submitting a WorthPoint Item Removal Form , I never received an email response from WorthPoint and the false 1972 internet post was still online. I phoned and spoke to Anita Brooks. She advised me to send an email WorthPoint to remove the fake post on WorthPoint's website.

2-Please review Jan. 22.2016 phone call transcript , June14, 2023 in Doc. 504-3 Page 4 to 16.

### **3-Third Removal Request to WorthPoint**

| <b>Date</b>          | <b>Type of Contact</b>          | <b>Person/ Source or email address</b> |
|----------------------|---------------------------------|--|
| <u>Jan. 22, 2016</u> | WorthPoint online email support | Email support@worthpoint.desk-mail.com |

On Jan. 22, 2016 I to subscribe to WorthPoint's Membership with my Yahoo email address [trombettaart@yahoo.com](mailto:trombettaart@yahoo.com) to view the price of the 1972 eBay painting Man With Red Umbrella. WorthPoint website Membership required a credit card number to view the price of the painting. Plaintiff only used my Yahoo email address to contact WorthPoint at all times due to WorthPoint's requested credit card information to view the price of the painting. WorthPoint sent an email response with a Ticket # 56607. In 2016 Plaintiff never heard back from WorthPoint. In Discovery 2022 WorthPoint failed to produce this email with Ticket # 56607 and my proof of Membership Subscription.

3-Please review Jan. 22.2016 evidence filed June14, 2023 in Doc. 504- 2 Page 6 of 30

**Please note all emails from WorthPoint to Plaintiff were sent to [trombettaart@yahoo.com](mailto:trombettaart@yahoo.com)**

**This message was sent to [trombettaart@yahoo.com](mailto:trombettaart@yahoo.com) in reference to Case #56607.**

### **4-Fourth Removal Request to WorthPoint**

| <b>Date</b>          | <b>Type of Contact</b>   | <b>Person/ Source or email address</b> |
|----------------------|--------------------------|--|
| <u>Jan. 22, 2016</u> | WorthPoint email support | Email support@worthpoint.desk-mail.com |

On Jan. 22, 2016 I sent an email to WorthPoint using its own response email with Ticket

#56607. I added a list of questions and requested WorthPoint respond to my email. In 2016 Plaintiff never heard back from WorthPoint. In Discovery 2022 WorthPoint failed to produce my return email with Ticket # 56607 dated Jan. 22, 2016.

4- Please review **Jan, 22.2016 evidence** in Doc. 504-2 filed on June 14, 2023 **page 25** of 30.

#### **5-Fifth Removal Request to WorthPoint**

| <b>Date</b>          | <b>Type of Contact</b>   | <b>Person/ Source or email address</b> |
|----------------------|--------------------------|--|
| <u>Jan. 25, 2016</u> | WorthPoint email support | Email support@worthpoint.desk-mail.com |

On Jan. 25, 2015 I filled out another online form using support@worthpoint.desk-mail.com.

I received the same Ticket # 56607 even though it was a new submission.

In 2016 Plaintiff never heard back from WorthPoint. In Discovery 2022 WorthPoint failed to produce the return email with Ticket # 56607 dated Jan. 25, 2016.

5-Please review **evid.** Jan.25,2016 in Doc. 504-2 filed on June 14, 2023 **page 8** of 30 .

#### **6-Sixth Removal Request to WorthPoint**

| <b>Date</b>          | <b>Type of Contact</b>   | <b>Person/ Source or email address</b> |
|----------------------|--------------------------|--|
| <u>Jan. 25, 2016</u> | WorthPoint email support | Email support@worthpoint.desk-mail.com |

On Jan. 25, 2016 I sent an email to WorthPoint using its own response email with Ticket #56607. I added a list of questions and requested WorthPoint respond to my email. In 2016 Plaintiff never heard back from WorthPoint. In Discovery 2022 WorthPoint failed to produce my return email with Ticket # 56607 dated Jan. 25, 2016 with a list of questions I forwarded.

6-Please review evidence in Doc. 504-2 filed on June 14, 2023. **page 7** of 30

#### **7-Seventh Removal Request to WorthPoint**

| <b>Date</b>          | <b>Type of Contact</b>   | <b>Person/ Source or email address</b> |
|----------------------|--------------------------|--|
| <u>Jan. 29, 2016</u> | WorthPoint email support | Email support@worthpoint.com           |

On Jan. 29, 2015, I filled out another online form using support@worthpoint.desk-mail.com.

I received the same Ticket # 56607 again even though it was my third new submission.

Plaintiff never heard back from WorthPoint. In Discovery 2022 WorthPoint failed to produce the return email with the third email with the same Ticket # 56607 dated Jan. 29, 2016.

7-Please review **Jan. 29, 2016** evidence in Doc. 504-2 filed on June 14, 2023, **page 10** of 30

#### **8-Eight Removal Request to WorthPoint**

| <b>Date</b>          | <b>Type of Contact</b>   | <b>Person/ Source or email address</b> |
|----------------------|--------------------------|--|
| <u>Jan. 29, 2016</u> | WorthPoint email support | Email support@worthpoint.desk-mail.com |

On Jan. 29, 2016 I forwarded an email to WorthPoint informing them I have been emailing since Jan. 22, 2016 and with the same response email and the same Ticket #56607. I forwarded the same list of questions and requested WorthPoint respond to my email. In 2016 Plaintiff never heard back from WorthPoint. In Discovery 2022 WorthPoint failed to produce my forwarded email with Ticket # 56607 dated Jan. 25, 2016 with a list of questions I forwarded.

Please review **Jan. 29, 2016** evidence in Doc. 504-2 filed on June 14, 2023, **page 9** of 30

#### **9-Ninth Removal Request to WorthPoint**

| <b>Date</b>         | <b>Type of Contact</b>   | <b>Person/ Source or email address</b> |
|---------------------|--------------------------|--|
| <u>Feb. 1, 2016</u> | WorthPoint email support | Email support@worthpoint.com           |

On Feb. 1 2016 I forwarded my Jan. 29, 2016 email to WorthPoint informing them I have been emailing them since Jan. 22, 2016 and with the same response email and the same Ticket #56607. I forwarded the same list of questions and requested WorthPoint respond to my email. In 2016 Plaintiff never heard back from WorthPoint. In Discovery 2022 WorthPoint failed to produce my forwarded email with Ticket # 56607 dated Feb 1, 2016 with a list of questions.

Please review evidence in Doc. 504-2 filed on June 14, 2023, **page 11** of 30

#### **10-Tenth Removal Request to WorthPoint**

| <b>Date</b>         | <b>Type of Contact</b>   | <b>Person/ Source or email address</b> |
|---------------------|--------------------------|--|
| <u>Feb. 1, 2016</u> | WorthPoint email support | Email support@worthpoint.desk-mail.com |

On Feb. 1 2016, I filled out another online form using support@worthpoint.desk-mail.com.



I received the same Ticket # 56607 again even though it was my fourth new submission.

Plaintiff never heard back from WorthPoint. In Discovery 2022 WorthPoint failed to produce the return email with the third email with the same Ticket # 56607 dated Feb. 1, 2016.

Please review evidence in Doc. 504-2 filed on June 14, 2023, **page 12** of 30

#### **11- Eleventh Removal Request to WorthPoint**

| <b>Date</b>          | <b>Type of Contact</b> | <b>Person/ Source or email address</b> |
|----------------------|------------------------|--|
| <u>Feb. 1 , 2016</u> | Second Phone Call      | Second Phone Call with WP Anita Brooks |

On Feb 1 , 2016 after waiting for ten days after speaking to Anita Brooks and not receiving any email or phone response from WorthPoint. I phoned for the third time and was able to speak to her directly. I asked to speak to WorthPoint's website manager. She was reluctant to give me his email or his name. In the end she said his name was Greg.

Please review evidence in Doc. 504-3 filed on June 14, 2023, **page 16 to 19** of 30

#### **12- Twelfth Removal Request to WorthPoint**

| <b>Date</b>          | <b>Type of Contact</b> | <b>Person/ Source or email address</b>       |
|----------------------|------------------------|--|
| <u>Feb. 3 , 2016</u> | Third Phone Call       | Third Phone Call to WP Staff Gregory Watkins |

On Feb. 3, 2016 I had an 18 minute phone call with WorthPoint webmaster Gregory Watkins. Mr. Watkins stated it was a small company of 8 people, however no one returned my emails or phone calls. Mr. Watkins told me the best thing that he can do is give me the email of the CEO bated stamped 001006 ( Doc. 504-3 page 29). On page 30 on bated stamped 001007 I was given the CEO 's email [will@worthpoint.com](mailto:will@worthpoint.com). but he was in Las Vegas at a conference. I informed Mr. Watkins repeatedly the painting and signature was fraudulent, the listing devalued the price of my artwork. In Evidence bated stamped 001009 ( Doc. 504-3 page 32) Mr. Watkins asked for my email address. I spelled out my Yahoo email [trombettaart@yahoo.com](mailto:trombettaart@yahoo.com).

Please review evidence in Doc. 504-3 filed on June 14, 2023, **page 20 to 34** .

**13- Thirteenth Removal Request to WorthPoint**

| Date                  | Type of Contact          | Person/ Source or email address        |
|-----------------------|--------------------------|--|
| <u>Feb. 20 , 2016</u> | WorthPoint email support | Email support@worthpoint.desk-mail.com |

On Feb 20, 2016 I used my Yahoo email address to once again submit a request to WorthPoint since I just check the internet and the false 1972 post was still on WorthPoint's website. I figured out how to change the subject entry and wrote Artist Annamarie Trombetta -Fraudulent Artwork and Links to Fraudulent Artwork. I received a new ticket # 57565.

Please review evidence in Doc, 504-2 filed on June 14, 2023, page 13 to 30

**14- Thirteenth Removal Request to WorthPoint**

| Date                  | Type of Contact  | Person/ Source or email address   |
|-----------------------|------------------|-----------------------------------|
| <u>Feb. 20 , 2016</u> | CEO Will Seippel | Email address will@worthpoint.com |

On Feb. 20, 2016 I saw the 1972 fake oil painting listing under my name and clicked onto the link which went to WorthPoint's website and the 1972 webpage. Despite speaking with Gregory Watkins for 18 minutes, he nor anyone else from the company contacted me to answer my question asked to him on Feb.3, 2016. No one emailed me confirming the fake post was take off WorthPoint's website. Mr. Watkins did advise me to contact the CEO by email at [will@worthpoint.com](mailto:will@worthpoint.com). Mr. Seippel responded by email and on Feb. 20, 2016 Mr. Seippel response he wrote " Since you are the artist... and you feel this is **fraudulent** we will remove the item from the site .. See insert below is Seippel's Feb. 20, 2016 reply.

Please review evidence in Doc, 517- 7 filed on June 29, 2023, pages 23-24-25-26-27 of 27 .

Below is a quote by WILL SEIPPEL - Feb 20, 2016 "we will remove the item from the site"

think that data actually exists anymore at this point as we are the only persons that have saved this to my knowledge. Since you are the artists, and I have no reason to doubt that, and you feel this is fraudulent, we will remove the item from the site so that it does not mislead anyone on your paintings.

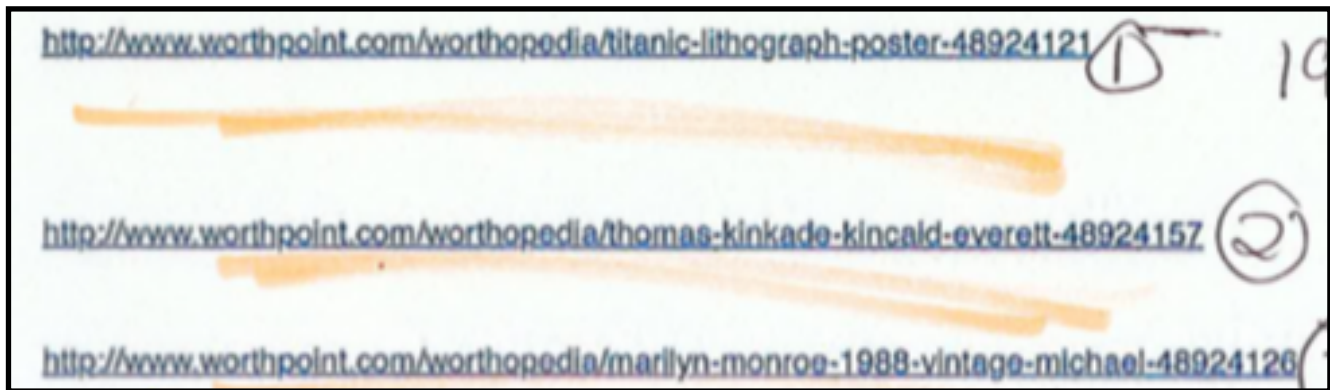
**15- Fifteen Removal Requests to WorthPoint**

| <b>Date</b>           | <b>Type of Contact</b> | <b>Person/ Source or email address</b>                                     |
|-----------------------|------------------------|--|
| <u>Feb. 29 , 2016</u> | CEO Will Seippel       | Email address <a href="mailto:will@worthpoint.com">will@worthpoint.com</a> |

On Feb. 29, 2016 I emailed Mr.Seippel due to three WorthPoint webpages listed under my name that were linked to the 1972 oil painting and linked to these pages was the 1972 webpage.

Please review evidence in Doc, **518 -5** filed on June 29, 2023, **page 10 - 11 12 and 13**

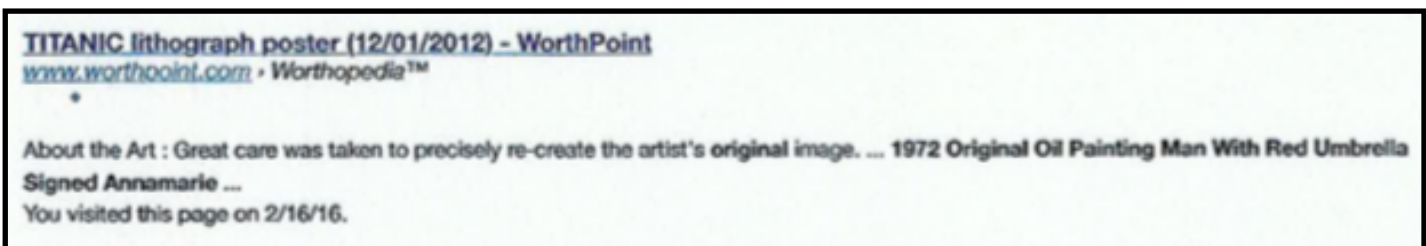
Below are three WorthPoint webpages that were listed and linked to the fake 1972 po

**16- Sixteenth Removal Requests to WorthPoint**

| <b>Date</b>          | <b>Type of Contact</b> | <b>Person/ Source or email address</b>                                     |
|----------------------|------------------------|--|
| <u>March 7, 2016</u> | CEO Will Seippel       | Email address <a href="mailto:will@worthpoint.com">will@worthpoint.com</a> |

On March 7, 2016 I emailed Mr. Seippel because I still saw the listing on Google. Plaintiff notes WorthPoint's Titanic poster webpage had a linked to the fake 1972 Man With Red Umbrella Signed Annamarie —written underneath is **You Visited this page on 2/16/16 which was the 1972 Original Oil page** see insert below from Doc. 518-5 -p 3

Please review evidence in Doc, **518 -5** filed on June 29, 2023, **page 2 and 3.**



In summary, from August to Nov. 2015 I contacted WorthPoint dozen of times. On Nov. 16, 2015 WorthPoint in a written email intended to misdirected me to contact eBay to remove the false 1972 oil painting post. In Dec. 2015 to March 7, 2016, WorthPoint added 4 to 5 webpage listings under my name titled 1- Michael OchVintage Marilyn Monroe Photos, 2-Thomas Kindate-Kincade—3Hello Kitty- 4-Titanic Lithograph . All named webpages were from WorthPoint's website, linked to the fake 1972 post. The 2016 sixteen requests to Worth Point to remove the fake post began Jan. 14, 2016 to March 2016. It took an excessive amount of requests to remove one post. After March 2016, Plaintiff NO LONGER saw the false 1972 post under my name. In Oct. 2016, WorthPoint sent me emails to invest in WorthPoint's website. I Googled annamarie trombetta artist . The false 1972 oil painting was REPOSTED see Doc. 504-2 **page 14** filed on 6/14/2023 evidence dated Oct. 28, 2016. On **page 22** in Doc. 504-2 is are Google listings annamarie trombetta artist May 9, 2017. In Doc. 504-2 filed on 6/14/2023 there are Goolge listing and WorthPoint sent emails to trombettaart@yahoo.com In WorthPoint's Discovery WP000120 there is 2016 email between Will Seippel and Jason Packer (see Doc. 526-2 page 6 of 13.) On March 3, 2016 at 8:39 AM Jason Packer emailed and asked Mr. Seippel if he should file a temporary request with Google for the URL sent to Will Seippel —see screen shot of Doc. 526-2 page 6 —inserted below

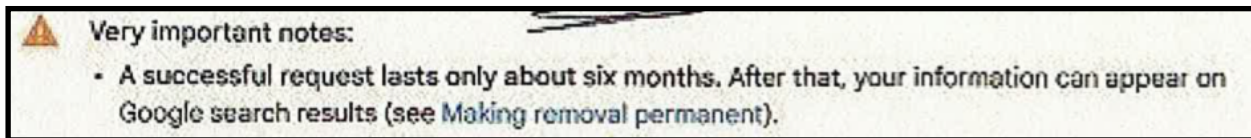
From: Jason Packer [mailto:[jason.packer@worthpoint.com](mailto:jason.packer@worthpoint.com)]  
 Sent: Thursday, March 3, 2016 8:39 AM  
 To: Will Seippel <[will.seippel@worthpoint.com](mailto:will.seippel@worthpoint.com)>  
 Subject: Re: FW: Artist Annamarie Trombetta----Fraudulent Artwork--and links to Fraudulent Artwork

I can file a temporary removal request w/Google for this URL:  
<http://www.worthpoint.com/worthopedia/titanic-lithograph-poster-48924121>  
 Which is the one that has her text in the old cached version w/Google:  
[http://webcache.googleusercontent.com/search?q=cache:7Xl\\_g7k26S8J:www.worthpoint.com/worthopedia/titanic-lithograph-poster-48924121+&cd=1&hl=en&ct=clnk&gl=us](http://webcache.googleusercontent.com/search?q=cache:7Xl_g7k26S8J:www.worthpoint.com/worthopedia/titanic-lithograph-poster-48924121+&cd=1&hl=en&ct=clnk&gl=us)  
 Should I go ahead and do that? They don't always process those but there's no real danger to us other than losing traffic for just one page.

On March 3, 2016 at 2:46 PM Will Seippel replied Yes to filing a **temporary** removal request with Google for the URL - see screen shot of Doc. 526-2 page 6 inserted above.



In Discovery and in Plaintiff MSJ, I produced direct from Google's website at [www.support.google.com](http://www.support.google.com), Google print outs which inform and instruct the general public how to remove webpages and content from Google (see Doc. 518-4 filed on June 29, 2023 pages 2 thru 8). In Doc. 518-4 on page 7 Google instructions to permanently remove a URL from Search are listed. On this page it states- All temporary removal request with Google, made by (Jason Packer on March 3, 2016), last for six months. See insert below ( page 7 in Doc. 518-4). Mr. Packer failed to permanently remove all webpages linked to the false 1972 oil painting post I saw on Oct. 26, 2016 the reposted under annamarie trombetta artist in Doc. 518-4 on page 9



**FED. RULE CIV. PRO. 60 (1), : mistake, inadvertence, surprise, or excusable neglect**

On pages 4 and page 7 of Judge Swains's Memorandum Opinion and Order in Doc. 538 states WorthPoint's false claim that the 1972 oil painting post was removed on "February 4, 2016". As aforementioned and with numerous docketed evidence, WorthPoint lied to the Plaintiff in Nov. 2015 denying and misdirecting me to contact eBay to remove the 1972 post. This false statement in writing is in the Court's records The removal of the false post problem starts with the inability of both Defendants to willfully ignore me, thus it gives them time to continue to use my name to inform my audience through a false connection.

1- WorthPoint, failed to respond to my Jan. 22, 2016 phone call to Anita Brooks. Upon her

direction I emailed WorthPoint twice and signed up for Membership to view the 1972 price.

2- The false removal date given by WorthPoint as Feb. 4, 2016 is contradicted by the documented proof in the in Doc. **518-3** page 25 Plaintiff's Evidence 000370 See Marilyn

Monroe 1988 Ochs—linked to Red Umbrella which recorded online **-Last Visit 2/17/16**

Doc, **518 -5** filed on June 29, 2023, **page 2 and 3.** My February 29, 2016 email to Will

Seippel shows the Titanic Lithograph webpage linked to the 1972 Man /Red oil painting post.

Documented in many filings is the Google statement **"You visited this page on 2/16/16."** SEE

Plaintiff's Evidence 000643 EX# 2A Plaintiff Evid 000371 and #2B in Doc.439 filed 4/19 2023

3- After I viewed the online webpage on Feb. 20, 2016, I emailed Will Seippel. Mr. Seippel confirmed in writing in his Feb. 20th response to me, "WorthPoint" *will remove the item from the site*".Please review Doc, 517- 7 filed on June 29, 2023, pages 23-24-25-26-27

4- The 16 times I contacted WorthPoint in 2016 caused me to lose time due to WorthPoint's and gamesmanship in 2016 which was consistent. As noted above, and in my filed evidence from Google's online support website all Google temporary removal request last for six months (see Doc. 518-4 pages 2 to 8) in the fall of 2016, Plaintiff saw WorthPoint's fake 1972 oil painting link reposted under my name.

**FED. RULE CIV. PRO. 60 (1), defined as : *mistake, inadvertence, surprise, or excusable neglect.***

**FED. RULE CIV. PRO. 60 (6) defined as : " *any other reason that justifies relief.***

**FED. RULE CIV. PRO. 60 (2) The initial decision was manifestly un just**

Plaintiff noted before that Judge Swain was appointed to this case on June 15, 2023. Judge Swain Memorandum Order on page 4, page 11, and 19 incorrectly stated Plaintiff's most recent date of my Google search with WorthPoint's repost, still visible,

was in March 2017. Below Plaintiff listed all filed documents with dated Google listings to include Worth Point's webpages dated 2015 and 2016. Six months later, in the end of Oct. 2016 till May 2017 WorthPoint's posting was online. In Doc. 504-1 filed on 6/14/2024 on Pages 27 to 29. and entered my personal website bio with my CMI and also my DMCA logo as well to the Court records.

The purpose of this section of my Rule 59 (e) and Rule 60 Motion is to bring to the Court's attention to many Google print outs with WorthPoint's posts. I also bring to Your Honor's attention, dated emails sent from WorthPoint to Plaintiff email address at [trombettaart@yahoo.com](mailto:trombettaart@yahoo.com) despite unsubscribing from WorthPoint site. There are four recently entered files containing WorthPoint listings under my name See- 504-1, 504-2 filed on June 14, 2023, and in Doc. 518-3 and Doc 518-4 filed on June 29, 2023. I ask your Honor to review these dates in accordance to F.R.C.P 59 (e) and F.R.C.P 60 (1) 60 (2) 60 (6) The dated Google computer print outs were directly printed from WorthPoint's website. The dates on WorthPoint's sent email are Doc. 518-3 Pages 1 to 37 filed June 29, 2023.

| DOCKET #   | FILE DATE | PAGE OF EVIDENCE | DATE OF EVID. |
|------------|-----------|------------------|---------------|
| Doc. 504-1 | 6/14/2024 | Page 24 of 29    | Dec.19, 2015  |
| Doc. 504-1 | 6/14/2024 | Page 25 of 29    | Jan.15, 2016  |
| Doc. 504-1 | 6/14/2024 | Page 26 of 29    | Feb. 5, 2016  |



**GOOGLE LISTINGS WITH WORTHPOINT POSTS UNDER PLAINTIFF'S NAME**

|                   |           |               |                    |
|-------------------|-----------|---------------|--------------------|
| <b>Doc. 518-3</b> | 6/29/2024 | Page 04 of 37 | Feb. 17, 2016      |
| <b>Doc. 504-2</b> | 6/14/2024 | Page 14 of 30 | Oct. 26, 2016      |
| <b>Doc. 518-4</b> | 6/29/2024 | Page 09 of 33 | dup Oct 26, 2016   |
| <b>Doc. 504-2</b> | 6/14/2024 | Page 17 of 30 | March 15, 2017     |
| <b>Doc. 504-2</b> | 6/14/2024 | Page 18 of 30 | March 28, 2017     |
| <b>Doc. 518-3</b> | 6/29/2024 | Page 06 of 37 | dup March 28, 2017 |
| <b>Doc. 504-2</b> | 6/14/2024 | Page 20 of 30 | April 27, 2017     |
| <b>Doc. 518-3</b> | 6/29/2024 | Page 08 of 37 | dup April 27, 2017 |
| <b>Doc. 504-2</b> | 6/14/2024 | Page 21 of 30 | May 4, 2017        |
| <b>Doc. 518-3</b> | 6/29/2024 | Page 10 of 37 | dup May 4, 2017    |
| <b>Doc. 504-2</b> | 6/14/2024 | Page 22 of 30 | May 9, 2017        |
| <b>Doc. 518-3</b> | 6/29/2024 | Page 12 of 37 | dup May 9, 2017    |

**WORTHPOINT EMAILS SENT TO PLAINTIFF @ [trombettaart@yahoo.com](mailto:trombettaart@yahoo.com)**

|                   |           |               |                               |
|-------------------|-----------|---------------|-------------------------------|
| <b>Doc. 504-2</b> | 6/14/2024 | Page 15 of 30 | Email Date Nov. 23, 2016      |
| <b>Doc. 504-2</b> | 6/14/2024 | Page 16 of 30 | Email Date Jan 31, 2017       |
| <b>Doc. 518-3</b> | 6/29/2024 | Page 2 of 37  | dup. Email Date Jan 31, 2017  |
| <b>Doc. 504-2</b> | 6/14/2024 | Page 19 of 30 | Email Date April 24, 2017     |
| <b>Doc. 518-3</b> | 6/29/2024 | Page 07 of 37 | dup Email Date April 24, 2017 |

**GOOGLE LISTINGS WORTHPOINT POSTS UNDER MY NAME & ARTIST**

|                   |           |               |                |
|-------------------|-----------|---------------|----------------|
| <b>Doc. 518-3</b> | 6/29/2024 | Page 04 of 37 | March 15, 2010 |
| <b>Doc. 518-4</b> | 6/29/2024 | Page 18 of 33 | May 9, 2017    |

**UNSUBSCRIBE FORM TO WORTHPOINT AFTER 4 SUBMISSIONS**

|                   |           |              |                           |
|-------------------|-----------|--------------|---------------------------|
| <b>Doc. 518-3</b> | 6/29/2024 | Page 3 of 37 | Unsubscribe Date 03/15/17 |
|-------------------|-----------|--------------|---------------------------|



**WorthPoint Webpage Print Out****Doc. 518-3** 6/29/2024 First Page - Page 13 of 37

May 7, 2010

**Doc. 518-3** 6/29/2024 Second Page - Page 14 of 37

May 7, 2010

The numerous dated print outs and the dated emails from WorthPoint in April and May 2017 meet the accrual rule as written in Judge Abrams Doc. 187 on page 14, to be timely. Copyright infringement by WorthPoint must have accrued after Feb.21.2017.

Trombetta filed her complaint against Worthpoint on February 21, 2020. Compl. at 26. Therefore, to be timely, any complained of copyright infringement must have accrued after February 21, 2017. Trombetta alleges that she first discovered the 2015 post on worthpoint.com some time in 2015. Compl. at 2–3. Her claim as it relates to this post is thus untimely.

According to Your Honor in Doc. 538, You said I had one Google listing dated March 2017, Plaintiff has many 2017 Google pages with WorthPoint listings in March in April and in May from 2017. Your Honor did not acknowledge the many dated Google listing I filed with the Court. Plaintiff asks the Court to review all filings listed on the above page along with WorthPoint's sent email dates which coincide time wise with the reposted WorthPoint Google listings. See Doc. 504-1-504-2 -518-3 518-4.

**FED. RULE CIV. PRO. 60 (2) The initial decision was manifestly un just**

**PHONE CALL RECORDING AND PHONE CALL TRANSCRIPTS**

On Page 4 of the Feb. 20, 2024 Memorandum Opinion and Order, Your Honor dismissed all four of my recorded phone calls 1-the eBay in 2015, 2-my call to WorthPoint's Anita Brooks 3- Greg Watkins in 2016 and 4-a call from Norb Novocin in 2017. This evidence plays a role in filing this lawsuit. Your Honor stated these phone calls are ultimately and immaterial. All

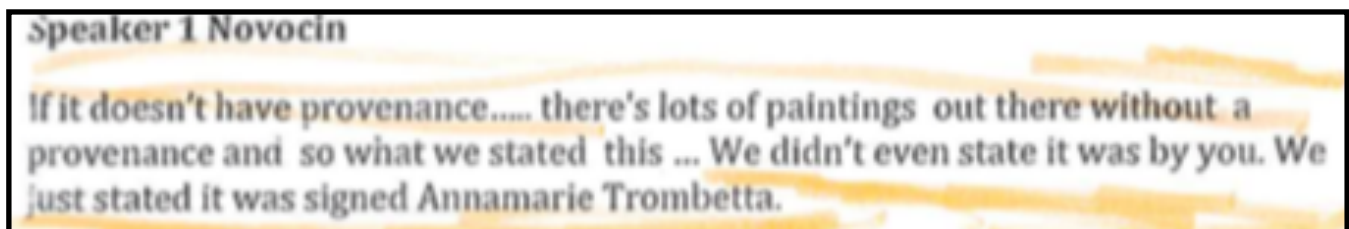
audio recordings were produced to both Defendants immediately at the beginning of Discovery. In dealing with former Judges, Judge Ronnie Abrams, on Feb. 20, 2019, did permit me to email her the 2017 phone call with Mr. Novocin. Throughout litigation, I requested to submit to the Court my phone calls. My letters are in the Court record, in Doc. 37, on Feb. 21, 2020 in Doc 114 on Oct. 14, 2020. Judge Cave assured me I would be able to use the recordings at the appropriated time of litigation. The audios are date stamped by the Defendants. Upon Judge Cave suggestion, I convert the calls into written transcript. I feel my phone calls are impervious to disputes as they accurately recorded what was stated in the moment. Denying the Plaintiff the right to use this key evidence after being acknowledged by two prior Judges, has initiated a decision that manifested a highly unjust outcome for me. Despite being Pro Se I should be entitled by right to support my claims. The call by Norb Novocin is in Doc 527-1 Pages 24 to 28. Mr Gregory . Watkins in Doc. 517-9 file on June 29, 2023, Anita Brooks in Doc.504-3 and the eBay call in Doc. 517-7 pages 2 thru 22.

### **BACKGROUND BEFORE FILING 2018: CV- 0993 LAWSUIT**

Plaintiff begins by defining to the Court, the root cause of this lawsuit, and the alleged sale of a large four foot by eighteen inch, damaged oil painting, allegedly created in 1972 and according to Estate Auction Inc. in an eBay description ad, on WorthPoint's website, is allegedly signed Annamarie Trombetta, My name on a painting and the attribution increases its value from \$181.50 to thousand of dollars. Attached is my an old price list from 2015 in **EXHIBIT #5** The 1972 written ad spelled my first name correctly. The photo signature on WorthPoint's website had an initial, not the name "Annamarie" with false CMI clearly added by WorthPoint Corp. The year of my birth and the 1972 date caused me to be embarrassment due to my designated age the ad inferred and the large scale sized painting. Additionally eBay is

infamously known for selling used or damaged goods. EAI's ad claimed the large painting was damaged and "Shabby Chic" EAI also wrote that all sales start at 99 cents. It is suspiciously strange claims that cause professional art dealers and avid collectors of art at "bay" due to "eBay" association and low quality legacy.

Prior to filing a lawsuit, I contacted both Defendants. On Jan. 4, 2017 I emailed WorthPoint to inform them the false 1972 listing from WorthPoint's website was reposted under my name. My only objective was to permanently remove "all" false WorthPoint internet listings appearing under my name. WorthPoint never responded to my Jan. 4, 2017 email. On Jan. 10, 2017, I contacted Estate Auctions Inc. by phone and spoke with Marie Novocin to find out if they reposted the false 1972 internet link. I also wanted to inform EAI I am not the artist who painted the 1972 oil painting nor was the signature in the photo by my hand. Shortly after my phone call with Marie Novocin, I received a call from Norb Novocin. Mr. Novocin made two relevant statements during the phone call that eventually caused this lawsuit. An excerpt from our Jan. 10, 2017 phone is inserted below. Mr. Novocin admitted he did not state the painting was by me—EAI "just" stated it was signed Annamarie Trombetta. Discovery revealed Mr. Novocin red signature misspelled my name He testified that the photo featured signature in the ad was "garbled" hard to read and relied on back red signature see Doc.518-2 page 7



Anyone can see the front signature in the photo does not have my first name, Annamarie in it. On the 2017 call, despite informing Mr. Novocin he used my website biography in his ad,

which he did not deny, I informed him “*I did not do that painting*”. Mr. Novocin did not apologized, or admit he made a mistake, nor did he or his wife offer assistance to remove the false 1972 internet repost. Our call ended with Mr. Novocin quote below to acquire an attorney.

**Speaker 1 Novocin**  
 who purchased the painting.... cause she asked me not to.....  
 But if you want to acquire an attorney and go for stuff... stuff then Go For it. But we have not done anything illegal or wrong.

On Feb. 19, 2019 , in Doc. 11, Judge Ronnie Abrams held a Conference in Courtroom 1506. Upon permission granted by Judge Abrams, on Feb. 20, 2019, I emailed my Jan. 10, 2017 audio phone call with Norb Novocin to Judge Abrams. All audio calls were produced to both Defendants early April 2022. All audio calls were converted into written transcripts and emailed to Defendants by March 1, 2023, the end discovery. All phone transcripts were filed many times in Plaintiff Summary Judgment Exhibits, April 2023 to August 2023. The Norb Novocin phone call transcript last filed on August 1, 2023 in Doc. 527-1 pages 24 to 28.

Despite a Settlement Conference with Judge Abrams on April 25, 2019 in Doc. 22, EAI failed to offer a settlement greater than first three numeric digits. Litigation began and two years later, the first Discovery deadline set as April 8, 2022. After a Conference Call on April 26, 2022 with Judge Cave (Doc. 222) , on April 27, 2022 EAI produced its first requested proof of sales receipt for the 2012 eBay sale. EAI's documents filed as EAI0058, EAI0059 are incomplete and cut off on one side. The 2012 eBay oil painting sale deletes information see Doc. 527-1 page to 3 filed Aug. 1, 2023. In Discovery I had to petition Judge Cave to for EAI's Discovery requests, to obtain a full copy of EAI00058-59 noted in Doc. 234 on June 13, 2022, Doc. 264 on Aug. 18, 2022 and Doc.278 on Sept. 16, 2022. On Sept. 22, 2022 Doc.

282 , EAI Attorney Anderson Duff filed a letter stating he completed all Discovery yet failed to produce a complete, uncut, 2012 eBay sales receipt to the Plaintiff from April 27, 2022. On Oct.28, 2022, I requested a Meet & Confer with all attorneys (see Doc. 527-2 page 2 of 34 filed on August 1, 2023). During the meeting I asked Mr. Duff to produce a complete version of the eBay sale receipt. That day, WorthPoint requested I produce a PDF electronic email of my first email to Will Seippel. dated Feb. 20, 2016, (See Meta Data electronic email in Doc 517-9 pages 16 thru 20 of 28). On Nov, 16, 2022 (see Doc. 527-1 page 5) I had to email Anderson Duff to request a complete version of EAI0058, EAI0059 see Doc. 527-1 page 2 and page 3. On Nov. 16th Mr. Duff emailed me EAI000060 ( see Doc. 527-1 page 4 and page 44.) There are obvious differences in the text and visual icons between the two EAI receipts. The EAI00058 does NOT have an eBay colored logo and the EAI000060 has it. The EAI00058 receipt has a yellow bar under Congratulations, your item sold. It also has two 1972 oil painting written statements. The EAI00060 is missing the two 1972 text and a large bright yellow bar.

On Nov. 22, 2022, Plaintiff filed Doc. 317 to include 13 emails to and from Anderson Duff and WorthPoint's attorneys. Most importantly, I also filed an electronic —meta data email to illustrate what it looks like. Due to the two different eBay sales receipts produced at different times I was prompted to request during the Nov 23, 2022 Conference call, the meta data digital electronic email for the EAI 2012 eBay receipt. Defendants emailed me ambiguous code on Nov. 23, 2022 and failed to comply with Judge Cave granted request. I asked Mr. O'Leary's with his knowledge and experience to assist in decoding the "code". The cryptic code was another variation that had different visual placement than the first two eBay receipts. This is not what I requested and not what Judge Cave granted. In Doc.319 on Nov. 23, 2023 Judge Cave in her written Order requested EAI Defendants to produce the native electronic

1. Defendants Norb Novocin, Marie Novocin, and Estate Auctions Inc. (together, the "EAI Defendants") shall produce to pro se Plaintiff Annamarie Trombetta ("Ms. Trombetta"), the following:
  - a. the eBay receipt of the 2012 sale of the 1972 original oil painting, in the native electronic format; and

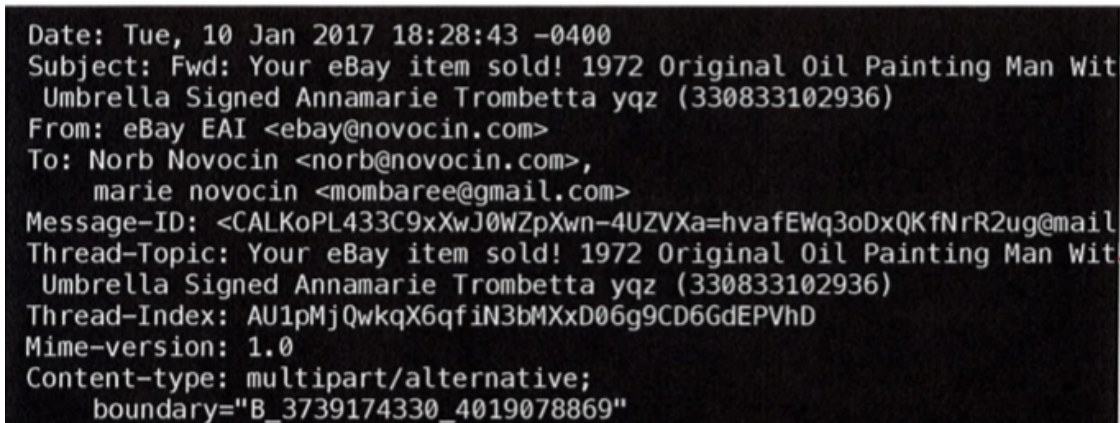
format eBay email. Attached as **EXHIBIT #5** noted on page 15 is the native electronic format email of my July 16, 2015 eBay email to change my password. This exhibit give the Court a chance to view an eBay email and what that email look like in a native electronic format .

Despite requesting Mr. Duff to produce the electronic email email, WorthPoint emailed the Plaintiff ambiguous coding devoid of any elements in an email. Defendant's ambiguous coding is filed in 526- 1 pages 7 to 9 on August 1, 2023. This coding needed to be deciphered by my internet expert . Mr. O'Leary's Affidavit filed on on Dec. 5, 2022. explains what each email coding represents and confirms that EAI did not produce the electronic email. As a result of filing Mr. O'Leary's Affidavit, Judge Cave, on Dec. 6, 2022, filed Doc. 323 to see if WorthPoint had the electronic email. Please note I did not request coding. I requested the eBay email exported as a digital PDF. Mr. Novocin claimed in his Deposition he had the eBay email. Exporting an email take less than one minute. Go up to the upper right hand find the drop down menu and click on either raw or original message and export any email.

The Court is in receipt of pro se Plaintiff Annamarie Trombetta's ("Ms. Trombetta") letter dated December 5, 2022, (ECF No. 322), and orders as follows:

1. By **Wednesday, December 7, 2022**, Defendant Worthpoint Corporation shall advise the Court whether it has in its possession, custody, or control, the "coding for EAI00058 and EAU00060[.]" (ECF No. 322 at 3).

Estate Auction Inc abnormal production of the electronic eBay email is uncharacteristic of an electronic email. Please see EXHIBIT #5 to see what an electronic email looks like. When email is exported into a PDF file it prevents any data from being altered or cut off. Mr. O'Leary has been in the internet business since the early 1980's and he never saw a black background with white text as an exported email. Aside from this oddity, the text is cut off on the right side. EAI demonstrated the same pattern cut off documents as its eBay email in EAI00058 Information is obscured in EAI the receipt and alleged electronic email evidence To view the entire EAI receipt in black see Doc. 517-9 on pages 22 to 28, file on June 29, 2023. Inserted is a screen shot of EAI00073



Date: Tue, 10 Jan 2017 18:28:43 -0400  
 Subject: Fwd: Your eBay item sold! 1972 Original Oil Painting Man Wit  
 Umbrella Signed Annamarie Trombetta yqz (330833102936)  
 From: eBay EAI <ebay@novocin.com>  
 To: Norb Novocin <norb@novocin.com>, marie novocin <mombaree@gmail.com>  
 Message-ID: <CALKoPL433C9xXwJ0WZpXwn-4UZVXa=hvafEWq3oDxQKfNrR2ug@mail  
 Thread-Topic: Your eBay item sold! 1972 Original Oil Painting Man Wit  
 Umbrella Signed Annamarie Trombetta yqz (330833102936)  
 Thread-Index: AU1pMjQwkqX6qfiN3bMXxD06g9CD6GdEPVhD  
 Mime-version: 1.0  
 Content-type: multipart/alternative;  
 boundary="B\_3739174330\_4019078869"

I ask Your Honor to look at the same Doc. 517-9 on pages 16 to 21, filed on June 29, 2023.

On Nov. 23, 2023, WorthPoint, for a second time wanted me to produce the email I sent to Will Seippel on Feb. 20, 2016. I compiled and obeyed Judge Cave's Court Order See Doc. 319 filed on Nov. 23, 2023 No. 5 inserted below. I ask the Court to explain it's accepting EAI's incomplete, deficient and obviously abnormal production of documents is acceptable.

**5. Ms. Trombetta shall produce to Defendants, the following:**

**a. the February 20, 2016 email and attachments in native electronic format;**

I bring to Your Honor's attention on page 25 of 35 in Doc. 538, Your Honor wrote EAI 56.1 "*Third, EAI has been cooperative in providing the appropriate receipts and evidence.*" EAI's evidence contradicts Your Honor's assessment in the delayed, cut off and multiple, varied production for one simple email, or one one electronic exported email. Plaintiff finds the word "cooperative" as an inadvertence or a misrepresentation of it's definition. To date EAI produced four different receipts for one alleged email sale 2012. EAI failed to satisfy basic questions such as where are the signatures located and who is the person who did the painting" and why couldn't two eBay reps confirm the 2012 sale when reading 1972 poste on the internet during my 2015 phone call ? I kindly ask Your Honor to review the receipts and evidence to confirm if it is appropriate.

Conversely, on the same page 25, in Doc. 538 Your Honor incorrectly wrote that "*I refused to provide discovery evidence regarding my income from art sales.*" In the Nov. 23, 2022 Conference Call, Judge Cave and I discussed my statutory and actual damages.. Attached as **EXHIBIT # 6** are transcript pages 51 to 55 from the Nov. 23, 2023 Conference call. In addition, on Nov. 23, 2023 in Doc 319 , Judge Cave DENIED WorthPoint's request for my tax, medical and sales records. Plaintiff's art sales receipts, before the 1972 internet post have been filed, in Doc.517-4 , Exhibits 20 to 23.

Case 1:18-cv-00993-RA-SLC Document 319 Filed 11/23/22 Page 2 of 2

4. As a result of Ms. Trombetta's representations at the Conference concerning the damages she is seeking in this action, Worthpoint's requests for Ms. Trombetta's tax and medical records, and sales records from 2018 through 2021, are DENIED WITHOUT PREJUDICE.



To continue, on page 25 Your Honor that “ *I have not offered admissible evidence demonstrating I lost opportunities to sell or showcase my artwork due to the listing* “ I also bring to Your Honor’s attention that my colleague, Scott Goodwillie, who was deposed by WorthPoint’s attorneys has not been mentioned in Doc. 538 . Mr. Goodwillie ’s letter **EXHIBIT #13** was filed many times. The recent filing is in Doc. 517-4 on page 9 which explains and gives the names of the galleries where Mr. Goodwillie presented my artwork, after he attended my solo exhibit 2015 at the Union League Club. Mr. Goodwillie’s letter E and testimony demonstrates interest from gallery owner to represent, showcase and sell my work as written on page 25. I did not read any notation on Mr. Goodwillie’s letter or deposition that is filed in Doc. 425 Exhibit#16.

On page 29, Your Honor stated “ *given the peculiar characteristics of Trombetta’s claim.* You wrote “ *EAI’s use of the biography “might have no ill effect” on the value of the copyrighted work and could have in fact served the same goals as Trombetta’s publication of the biography*” Mr. Goodwillie ’s testimony set forth actual events and prove the “shabby chic” online 1972 fake post caused gallery owners to cancel any personal meetings that Mr. Goodwillie had arranged with art dealers who were interested in meeting the Plaintiff and in representing my work wrote. I remind the Court the EAI 1972 ad starts out by touting all the EAI sales start at 99 cents. Secondly, Mr. Goodwillie testified that selling art on eBay is for amateurs, not for artists who have had solo museum exhibitions. See Doc. 425 Exhibit#16. Transcript Goodwillie. Nearly nine years ago , I declared I am not the 9 year old who painted the 1972 painting. What is peculiar is the denial by both Defendants before and most assuredly after I produced my childhood signatures. Defendants willful denial of my damages is akin to some extent of the Court denial when the Court overlooked controlling decisions and or factual matters that had been previously put before it . For example my personal emails that document who, how and

when my biography was listed on askART. My biography addition in 2015 the same time I signed onto eBay for the first and last time in the summer of 2015. The Court did not note that I filed my 2015 art sales receipts with the Court which it is on record. The Court did not mention Scott Goodwillie's testimony (see Doc. 425 Exhibit#16) or the testimony of my fact witness Willie Chu (see Doc. 425 Exhibit#3). Mr. Che directly contacted Google in 2017. Plaintiff also contacted Google in 2015 -2016 to find out if Google could to remove the false 1972 oil painting post from the internet. In 2017 I contacted Google repost in lated 2016 into 2017 to find out how the source of the repost and how to remove it. The insert below is from one of the eight Google documents filed in Doc. 518-4 printed out from Google support website. Insert below states " *Google crawlers will see this as we recrawl your URLs and those pages will naturally drop out of our search results. There is no need to request urgent up dates*"

URLs in the index, Google's crawlers will see this as we recrawl your URLs, and those pages will naturally drop out of our search results. There's no need to request an urgent update.

The insert below concerns Google crawl errors and instructs " *You don't need to manually remove URLs from this report; they will drop out naturally over time*".

• To address crawl errors from your Search Console account. The blocking tool blocks URLs from Google's search results, not from your Search Console account. You don't need to manually remove URLs from this report; they will drop out naturally over time.

Case 1:18-cv-00993-LTS-SLC Document 518-4 Filed 06/29/23 Page 7 of 33

SafeSearch reports Tool - Search Console Help

**EX #18**

- To permanently remove a URL from Search. Use the Removals tool as part of this process to remove a URL permanently. This tool is just one step in the process.
- To remove content from the internet. This tool removes content only from Google Search.
- To remove results from other search engines. This tool removes content only from Google Search.
- To clean up cruft, like old pages that 404. If you recently changed your site and now have some outdated URLs in the index, Google's crawlers will see this as we recrawl your URLs, and those pages will naturally drop out of our search results. There's no need to request an urgent update.
- To address crawl errors from your Search Console account. The blocking tool blocks URLs from Google's search results, not from your Search Console account. You don't need to manually remove URLs from this report; they will drop out naturally over time.

**Fed.Rule Civ. Pro.60 (3), defined as : fraud (whether previously called intrinsic or extrinsic ), misrepresentation, or misconduct by an opposing party ( both Defendants)**

On several pages of Doc. 538 page 6, 7, 8, 9 etc. Your Honor's comments on the report of Ms. Stricchiolia and the Declaration of Jason Packer. WorthPoint's two sources was hired to access the claims, in a written document, in an accusatory and defamatory manner, bluntly state that the dates on all of Plaintiff's Google print out were "somehow manipulated". This Motion lists my dated Google listings. Ms. Stricchiolia comment on WorthPoint's sent emails to Plaintiff at the same time of the repost. In addition, I state again that Ms. Stricchiolia changed and or misrepresented in her expert report the fact that Mr. O'Leary wrote an Affidavit—and it was not a Declaration. The date of his Affidavit was filed with the Court on Dec. 5, 2022 and not Dec. 25, 2022 which is Christmas day and all Courts are closed. Last, in reading Ms. Stricchiolia's report and that of Mr. Packer's Declaration, both parties have blamed and deflected WorthPoint's 1972 webpage repost to Google. The fact is as my expert witness Patrick O'Leary's testimony confirmed, a webpage cannot appear on Google if the webpage is not on a website, in this case WorthPoint's website. Plaintiff spoke with Google directly, by phone at (877) 355-5787 and the DMCA .com at 778-747-0442, Google informed me they do not have the right to remove webpages from any private website's such as WorthPoint. As aforementioned and documented in my evidence I contacted WorthPoint 16 times, in 2016, not including 2015. In 2017, I emailed WorthPoint who never responded and quite frankly, after my 2015 and 2016 experiences, I did not have time to repeatedly contact WorthPoint to remove the 1972 repost. For the above reasons, I spoke to Google and did not wish to depose Ms. Stricchiolia who falsely asserted that I manipulated the dates on the Google listings. Last I note to the Court, in 2017 I put a credit freeze on my personal credit cards due to the repost Doc. 518-5 filed June 29, 2023 pages 33- 34.

**Fed.Rule Civ. Pro.60 (3), defined as : fraud (whether previously called intrinsic or extrinsic ), misrepresentation, or misconduct by an opposing party ( both Defendants)**

On page 9 of Doc. 538, Your Honor wrote that [annamarie@trombettaart.com](mailto:annamarie@trombettaart.com) was truly Plaintiff's preferred email address and wrote the factual dispute is ancillary. Plaintiff in the Court filings and in my Motion in Limine referenced on page 7 of Doc. 538, submitted evidence. I affirmed my email to contact WorthPoint was [trombettaart@yahoo.com](mailto:trombettaart@yahoo.com). I filed print outs from my artist website email at [annamarie@trombettaart.com](mailto:annamarie@trombettaart.com) to show WorthPoint sent emails to that address in my SPAM folder. Also I note, a recent March 25, 2022 email WorthPoint sent to that address. See Doc. 518-32-33. I add, on August 30, 2022, I testified to the fact that I never gave WorthPoint my website email address see page 178 of my deposition filed in Doc. 518-1 page 4. Despite affirming many times I only used [trombettaart@yahoo.com](mailto:trombettaart@yahoo.com) to contact WorthPoint, Your Honor wrote on page 9 that annamarie @trombettaart.com —was truly Plaintiff's preferred email address. and accepted and referenced Jason Packer's Declaration and denied my experts testimony. As a Pro Se Litigant and a victim of personal identity theft, fraud, public distribution of false CMI to a company, etc I am now a disenfranchised litigant. Your Honor ignore the truth, about the email used to contact WorthPoint despite my evidence and affirmations and at the same time accepted WorthPoint's Declaration which is founded upon false information, Packer based his charts and evidence on an incorrect email never used to look up the price of the 1972 oil painting that is filed in Court records. Your Honor's willful preference to accept false evidence base on an unused email supports my Motion and Fed.Rule Civ. Pro.60 (3).

Packer identified as one of two users who looked up the price of the Painting on WorthPoint's website — [annamarie@trombettaart.com](mailto:annamarie@trombettaart.com) — was truly Plaintiff's preferred email address. (See Packer Decl. ¶ 19; Pl. Stricchiola Opp. at 11.) This factual dispute is ancillary to any material disputes in this action and, in any event, was not relevant to any of Stricchiola's conclusions.

On page 21 of Doc. 538, concerning Actual Damages, Your Honor stated that I did not proffer Professor Goldstein as a fact witness or submit a sworn declaration. In late March 2022 I reach out to Professor Goldstein by email and phone to obtain testimony etc. She did not respond. I contacted a mediation center where we first met and found out she passed away. Attached as **EXHIBIT #7 A-B** is my dated email on April 5, 2022 from the meditation center. Plaintiff does not know the cause of death or if it was due the pandemic etc. The second exhibit is my in Jan. 2015 response email to Susan with the price of my painting for her aunt. I informed all attorneys Professor Goldstein had passed away at least twice.

On page 32 and 33 of Doc. 538 the subject is the DMCA . Your Honor wrote “ *Trombetta must establish that EAI provided false CMI knew the CMI was false and provided or distributed the false CMI ....* “ Plaintiff addressed the fact that my biography was not listed on askART in 2012. Below is a quote from Mr. Novocin’s deposition who testified that he did not edit my biography. Norb Novocin testified that he copied the entire biography Deposition page 59 filed on August 1, 2023 in Doc. 527-2 on page 23 of 34.

|   |    |   |
|---|----|---|
| 7 | Q. | Do you recall whether or not                |
| 8 |    | you copied the entirety of the biography on |
| 9 |    | askART to include any listing or something  |
| 0 |    | else?                                       |
| 1 | A. | It happened entirely there.                 |
| 2 | Q. | Did you edit the biography in               |
| 3 |    | any way, shape or form?                     |
| 4 | A. | No.   |

WorthPoint’s attorneys also filed evidence in WP0000038 to WP000040 which is my entire website biography WorthPoint’s attorneys claim my biography was not edited. Therefore,

if both Defendants claim they did not edit my bio and my bio was not on askART until 2015 Mr. Novocin in 2012, took my full bio from my website that has my personal CMI. 1202(b) removal. WorthPoint admitted that they automatically adhere their copyright and licensing claim to all photos they download from their licensing agent 1202 (b). Judge Swain in Doc. 538 dismissed WorthPoint because of the March 2017 google listing, without reviewing my filed reposted Google listings beginning in Oct. 2016 until May 2017. Plaintiff does not have a copyright or licensing agreement with anyone at any time. At the top of page 28 of Doc. 538, Your Honor made a reference on line one “ *(3) the amount and substantiality of the portion used in relation to the copyrighted work ....* “ In all my pleadings based on what I saw online, I stated my biography was truncated based on the amount seen online and the appearance of 3 dots.... All these obvious disputes, infringements, fraudulent evidence and the failure of the two Defendants to identify the unknown signatures or any evidence of the known artist who painted the 1972 oil painting contributes to the Court not justly accessing Plaintiff's claims.

**FED. RULE CIV. PRO. 60 (1), : mistake, inadvertence, surprise, or excusable neglect**

#### **RESPONSE TO DOC 537**

On Page 2 of 35 in Doc. 538 the testimony of Patrick O'Leary is denied. Mr. O'Leary produced an Affidavit that Plaintiff filed on Dec. 5, 2022 in Doc. 322 due to the willful intent of both Defendants who disobey a direct order from Judge Cave on Nov. 23, 2022. WorthPoint emailed me coding title Source Information. EAI failed to produce the eBay receipt in the native electronic format. With all this confusion and stress, Plaintiff contracted Covid. I emailed Judge Cave the night before my Proposed Amended Complaint was due to inform her that I could not stand or sit upright. In all my years, this rarely happened to me.

On Monday, Dec. 12, 2022, due to the extreme urgency of my health, Plaintiff, in addition to directly emailing Judge Cave, also phoned Judge Cave's chambers to make sure the news of my sudden illness and complete incapacitation reached Judge Cave. I also wanted to know if the Judge would be granting an extension to file my Proposed Amended Complaint due by day's end. Judge Cave's receptionist/law clerk informed me that the Judge would issue a written response. I extended and explained to the Judge's assistant, I was not feeling well for days. Despite taking medication, I was suddenly overwhelmed and extremely ill, to the point I could not stand, fearing I might black out. I extended my apologies to Judge Cave.

Late afternoon, Monday, Dec. 12, 2022, I received an email from an online public Court listing Docketbird, sent to Plaintiff's gmail account with an abridged version of Judge Cave's Order. Attached as **EXHIBIT #8** is a true and correct copy of Docketbird's two Dec. 12, 2022 email 332 and 333, I received. Docketbird did not include or state or infer Judge Cave's No. 5's statement "No further extension absent extraordinary circumstances. To summarize, I immediately went back to bed to recover to meet the new deadline on the 15th and the 19th of Dec. I did not receive the full Order my mail until after I filed my Dec. 16, 2022 request for an extension for my expert witness reports. Aside from my health crises and two deadlines to meet, my experts were not available. These four immediate occurrence contributed to my misrepresentation to the Court on the seriousness of my illness. Plaintiff's requests for a well needed extraordinary circumstance extension is considered as excusable neglect due to my illness and the overwhelming simultaneous production of multiple demands by the Court. The Defendants willful delays and distractions to sabotage my time undermined my schedule.

Due to the length of this Motion my reference to Doc. 357 pertains to the fact that all expert resumes were sent to all Defendants on Sept. 12, 2022 and Sept. 15, 2022. Attached as

**EXHIBIT #10** is a true and correct copy of Plaintiff's sent email dated Sept. 12, 2022 at 1:10 PM to WorthPoint's attorneys verifying my TWO Expert Witnesses , Gayle Skluzacek and Patrick Michael O'Leary and attached full resumes On Sept.15, 2022 at 3:55 PM I mailed Expert Witness Dr. Joseph V. Scelsa the 20 page resume'. Attached as **EXHIBIT #11** is a true and correct copy a sent email on Sept. 15, 2022. Your Honor wrote in Doc. 537 "*By October 2022 Plaintiff had only produce one resume for this witnesses and fails to respond to Defendants inquires as to the status of her expert witness*". WorthPoint is lying and at the same time failed to send and serve subpoenas to my fact witnesses at the appropriate addresses. WorthPoint's procedural mistakes were consistent throughout litigation to create stress and undermine my timed filings. I confirmed when my fact witness were deposed my sent resumes of my expert witness to all attorneys and confirmed the death of Professor Susan Goldstein during the depositions of my fact witness. I noted WorthPoint's attorney John Cahill truncated my sent emails and deleted the icons proving I attached the expert's resume files **EXHIBIT #10 and EXHIBIT #11**. I conclude by bringing my Jan.23, 2023 letter in Doc. 359 to the Court's attention. In this letter I requested an extension for my expert witness reports. On Jan.24, 2023 in Doc. 361 Judge Cave include my Doc 359 filing in her Order and extended all discovery including expert discovery was due by March 1, 2022. Upon this Order I immediately contacted my expert witnesses. In Sept. 2022 I sent WorthPoint Mr. O'Leary's deposition fees. WorthPoint mailed Mr. O'Leary a check for a fact witness for forty dollars. Mr. O'Leary did not realize I did inform WorthPoint's attorneys of his hourly fees which created more interruptions and immediate problems to solve for the Plaintiff.



Plaintiff reminds the Court, I had three fact witnesses and three expert witnesses that gave testimony in writing or were deposed by WorthPoint attorneys. The Court denied, dismissed or ignored all six of Plaintiff's witnesses. I had four phone calls, some stamped as an audio or as a written transcript which the Court has now dismissed. To verify the loss of my sale for \$8500, I submitted my attorney's August 2017 settlement letter before litigation. In addition before the settlement conference in April 2019 before Judge Abrams Professor Goldstein issued and produced a notified letter explaining what happened and in support of my loss. I filed with the Court Professor Goldstein's Jan. 2015 email requesting the price of my oil painting. Attached is supplemental evidence of my email response to Ms. Goldstein's Jan 2015 to verify the price and her aunt's interest in the painting with my **2015 price list. EXHIBIT#12** The Court dismissed my actual damage claim for the lost sale of my painting was dismissed. Despite my proof with my two 2015 emails as to who, when and how my biography was added to askART, Your Honor somehow overlooked my email evidence.

WorthPoint's attorneys failed to submit WorthPoint's unredacted 2009 AERS sub licensing agreement upon Your Honor's Order on Dec. 13 2023 in Doc. 528. Estate Auctions Inc. failed to submit one native electronic email (see EXHIBIT #5 as an example). On Dec. 16, 2022 in Doc. 339, I requested EAI to produce the native electronic email for the 2012 alleged eBay sale which takes less than one minute to produce. On Dec. 19, 2022 in Doc. 340 Judge Cave made a notation of my request for the native electronic email for the 2012 eBay sale. Your Honor incorrectly noted my Dec. 19, 2022 Proposed Amended Complaint was not timely. My two Proposed Amended Complaints for each of the two Defendants with Exhibits is on record. For the reasons stated, and evidence above I ask the Court apply the legal standards.

## LEGAL STANDARD

“The Federal Rules of Civil Procedure allow a litigant, subject to a judgment, to file either a motion to alter or amend under Rule 59(e) or a motion seeking relief from judgment under Rule 60(b).” *Wendy’s Int’l v. Nu-Cape Constr.*, 169 F.R.D. 680, 684 (M.D. Fla. 1996). “Whether brought under Rule 59(e) or Rule 60(b), district courts have substantial discretion in ruling on motions for reconsideration.” *Black v. Tomlinson*, 235 F.R.D. 532, 533 (D.D.C. 2006) *Piper v. U.S. Dep’t of Justice*, 312 F. Supp. 2d 17, 20 (D.D.C. 2004) (“The district court has considerable discretion in ruling on a Rule 59(e) motion.”); *Richardson v. Nat’l. R.R. Passenger Corp.*, 311 U.S. App. D.C. 26, 49 F.3d 760, 765 (D.C. Cir. 1995) (noting district court’s “broad discretion” in ruling on a Rule 60(b)(6) motion). “A Rule 59(e) motion to alter or amend a judgment properly may be used to ask a district court to reconsider its judgment and correct errors of law.” *United States Labor Party v. Oremus*, 619 F.2d 683, 687 (7th Cir. 1980) (citations omitted). “Rule 59(e) provides an efficient mechanism by which the trial court can correct otherwise erroneous judgment without implicating the appellate process.” *Nelson v. Equifax Info. Servs. LLC*, 522 F. Supp. 2d 1222, 1237 (C.D. Cal. 2007) (citation omitted). Alternatively, “Rule 60(b)(1) allows a court to relieve a party from a final judgment, order or proceeding because of mistake, inadvertence, surprise, or excusable neglect.” *Livernois v. Med. Disposables, Inc.*, 837 F.2d 1018, 1020 n.5 (11th Cir. 1988) (quoting Fed. R. Civ. P. 60(b)). “Section (b)(6) allows a court to grant relief for any other reason justifying relief from the operation of the judgment.” *Id.* In the context of Rule 59(e), “cases which generally or substantively alter existing law, such as by overruling it, or creating a significant shift in a court’s analysis,” are intervening changes in law warranting relief, whereas “cases which merely confirm, clarify or explain

existing case law do not provide a basis for relief.” Dr. Seuss Enters., Ltd. P’ship v. ComicMix Ltd. Liab. Co., 553 F. Supp. 3d 803, 810 (S.D. Cal. 2021) (emphasis added) quoting Teamsters Loc. 617 Pension & Welfare Funds v. Apollo Grp., Inc., 282 F.R.D. 216, 224 (D. Ariz. 2012)).

## CONCLUSION

For the foregoing reasons, Plaintiff asks this Court to grant this Motion and:

- (1) vacate the final judgment
- (2) reconsider its analysis of the evidence not reviewed and
- (2) determine that the amount of Relief request the application of the laws within the statutes of limitations
- (3) for general relief consistent with the foregoing.

Pro Se Plaintiff

Annamarie Trombetta  
175 East 96th Street (12 R)  
New York, New York 10128

Respectfully Submitted,

————— Electronic Signature —————

/s/ Annamarie Trombetta    March 19, 2024

---

Annamarie Trombetta

# **EXHIBITS RULE 59(e) RULE 60**

**EXHIBIT #1 Failed Submission - Redacted 2009 AERS Sub Licensing Agreement by WP**

**EXHIBIT #2 Plaintiff Biography Conversion by WorthPoint in WP000038 to WP000040**

**EXHIBIT #3 Plaintiff's Feb. 16, 2024 Exhibit file to my Feb. 16 2024 letter not docketed.**

**EXHIBIT #4 Nov, 17, 2012 Video Upload of Painting Central by Salem Krieger**

**EXHIBIT #5 Native Electronic Email of Plaintiff's eBay Password change July 16, 2015**

**EXHIBIT #6 Transcript pages 51 to 55 from Nov. 23, 2023 Statutory and Actual Damages**

**EXHIBIT #7 A April 5, 2022 email Professor Goldstein passing**

**EXHIBIT #7 B Jan. 2015 Plaintiff's Response to Goldstein Price of Painting**

**EXHIBIT # 8 Dec. 12, 2022 Docketbird email Judge Cave's Abridged Order**

**EXHIBIT # 9 Dec. 12, 2022 Docketbird email Judge Cave's Abridged Order**

**EXHIBIT #10 Plaintiff's sent email dated Sept. 12, 2022 at 1:10 TWO Expert Witnesses  
Gayle Skluzacek and Patrick Michael O'Leary**

**EXHIBIT #11 Plaintiff's sent email dated Sept.15, 2022 Expert Witness Dr. Joseph Scelsa**

**EXHIBIT #12 Plaintiff's 2015 Price List for Solo Exhibitions**

**EXHIBIT #13 Scott Goodwillie's letter Gallery Representation Plaintiff's Artwork**

**EXHIBIT #14 AskART Terms of Use**

EXHIBIT #1

**FAILURE OF WORTHPOINT  
TO PRODUCE**

WORTHPOINT'S 2009

SUB LICENSING AGREEMENT

DOC.528 ON DEC. 13, 2023

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

EXHIBIT

#10

1.4 "Category Level Definitions" shall have the meaning set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

1.5 "Data" means certain raw data files relating to closed eBay Listings that, as of the Effective Date, contain some or all of the data fields set forth in Exhibit A, which may be modified by eBay from time to time. Actual eBay Data licensed to SubLicensee under this Agreement is set forth in Section 1 of Exhibit A.

1.6 "eBay Button" means the eBay logo attached as Exhibit B or any other graphic that contains an eBay logo provided by AERS on behalf of eBay to the SubLicensee and, thereafter by AERS from time to time.

1.7 "eBay Seller(s)" means parties who register as sellers on the eBay Site,

1.8 "eBay Site" shall have the meaning set forth in the Background section above.

1.9 "eBay Statistics" means computations and analyses developed by SubLicensee pursuant to this Agreement from the eBay Data through SubLicensee's methodology using a combination of best fit, average, regression, moving average and/or other calculations, as further described in Exhibit A.

1.10 "Effective Date" means January 1, 2009.

1.11 "GMV" means gross merchandise volume (in sales).

1.12 "Item" means a single, unique product type and model listed on the eBay Site.

1.13 "SubLicensee Customer(s)" means any user, client, merchant, retailer, or manufacturer with whom SubLicensee has entered into a formal agreement to use SubLicensee's Services. "SubLicensee Customer(s)" shall include actual or prospective users, clients, merchants, retailers, or manufacturers for the purpose of distributing sample or teaser statistics designed to attract additional SubLicensee Customers.

1.14 "SubLicensee's Services" shall have the meaning set forth in Background section above.

1.15 "Listing(s)" means Item(s) posted on the eBay Site by eBay Seller(s).

1.16 "Losses" shall have the meaning set forth in Section 10.1.

1.17 "Privacy Policy" shall mean the AERS then-current privacy policy available on the AERS Site ([www.terapeak.com](http://www.terapeak.com)) and eBay's then-current privacy policy available on the eBay Site.

1.18 "Public Display" or "Publicly Displaying" means display of eBay Statistics in a manner that is accessible to the general public.

1.19 "Specific User Information" means personally identifiable information, or any information relating to Listings where individual eBay Users can be identified.

1.20 "Term" shall have the meaning set forth in Section 8.1.

1.21 "Third-Level Category" shall have the meaning set forth in Exhibit A.

1.22 "Third Party Content" shall have the meaning set forth in Exhibit A.

1.23 "User(s)" or "eBay User(s)" means any person who accesses any page on the eBay Site.

2 of 28  
WY

AS

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

EXHIBIT #10

**1.24. "User Agreement" or "eBay User Agreement"** means eBay's then-current user agreement available on the eBay Site including any policies incorporated therein.

**2. SUBLICENSE.**

**2.1. Data SubLicense Grant.**

Subject to the terms and conditions herein, including without limitation the permitted uses and specific prohibitions set forth in this Section 2, AERS hereby grants to SubLicensee during the term of this Agreement a nonexclusive, non-assignable, nontransferable sublicense to use, make intermediate copies of, and analyze, the eBay Data only as permitted in this Agreement.

**2.2 Data Service Provider.**

AERS and the SubLicensee agree that AERS shall act as the Data Service Provider on behalf of eBay for the provision of eBay Data to the SubLicensee in accordance with the terms and conditions of this Agreement and shall be responsible for the administration and operation (including the collection of any licensee fees on behalf of eBay from the SubLicensee and forwarding of fees to eBay) of the Agreement on behalf of eBay.

**2.3 eBay Statistics.**

For purposes of this Agreement, SubLicensee may use the eBay Data to create and display on the SubLicensee's Site, the eBay Statistics and other eBay Data set forth in Exhibit A in accordance with the terms of this Agreement.

**2.4 Permitted Uses of the eBay Data.**

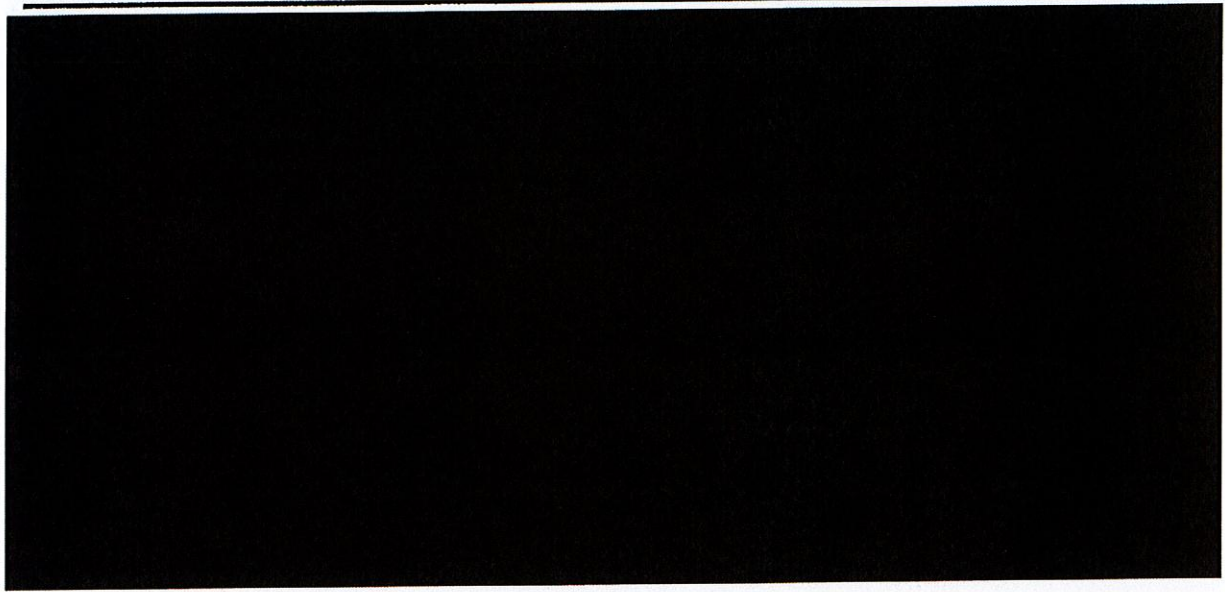
SubLicensee shall use the eBay Data only as expressly permitted in Section 4 of Exhibit A ("Permitted Uses").



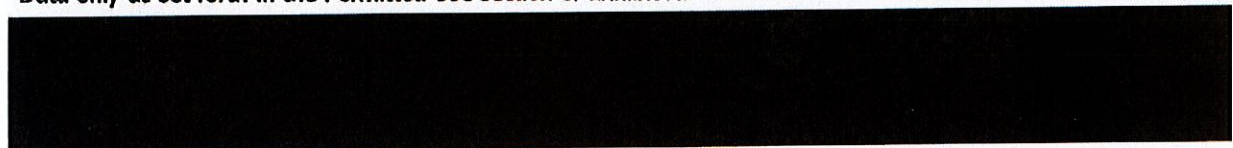
*[Handwritten signature]*

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

EXHIBIT #10

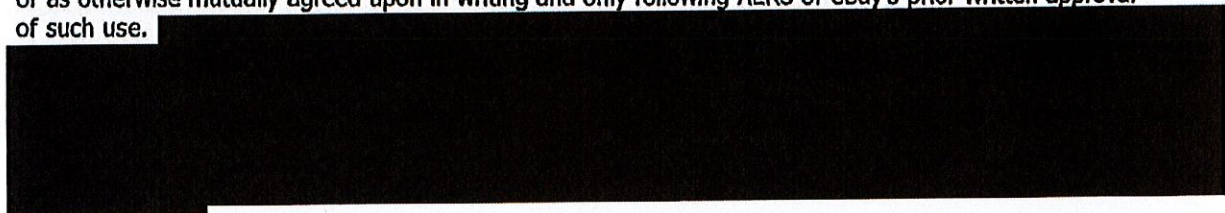


**2.7 Display of eBay Statistics.** SubLicensee shall display the eBay Statistics, and may use the eBay Data only as set forth in the Permitted Use section of Exhibit A.



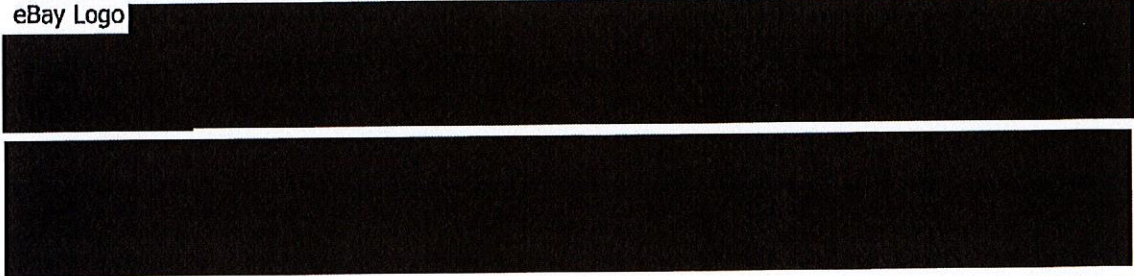
**2.9 Use of eBay Trademarks**

Subject to the terms and conditions herein, including without limitation the provisions set forth in Exhibit B, AERS hereby grants to SubLicensee during the term of this Agreement a nonexclusive, non-assignable, nontransferable sublicense to use, the eBay logo solely in the manner provided by AERS (hereinafter "eBay Marks") during the Term solely on web pages of the SubLicensee's Site containing eBay Statistics, or as otherwise mutually agreed upon in writing and only following AERS or eBay's prior written approval of such use.



**2.10 Use of eBay Logo**

Subject to the terms and conditions herein, including without limitation the provisions set forth in Exhibit B, the SubLicensee shall display on all pages on the SubLicensee Site containing the eBay Statistics the eBay Logo

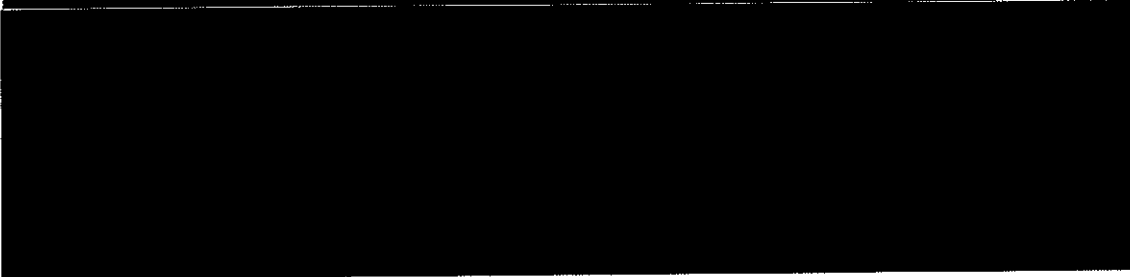
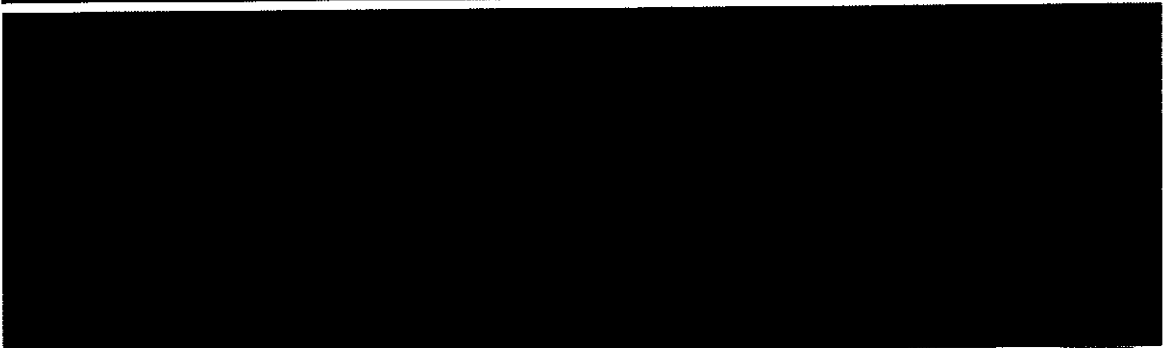
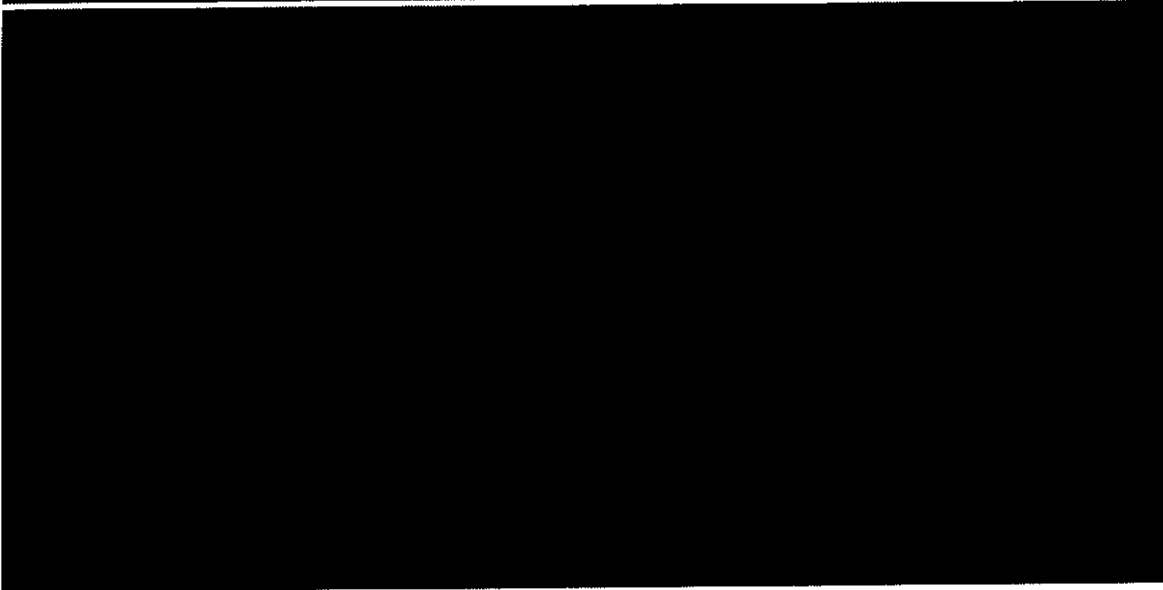
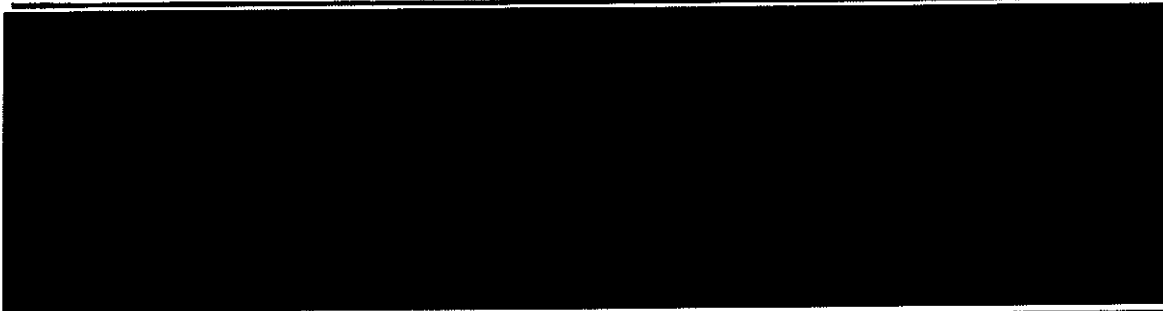


40/27  
WJ  
JS



Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

EXHIB #10

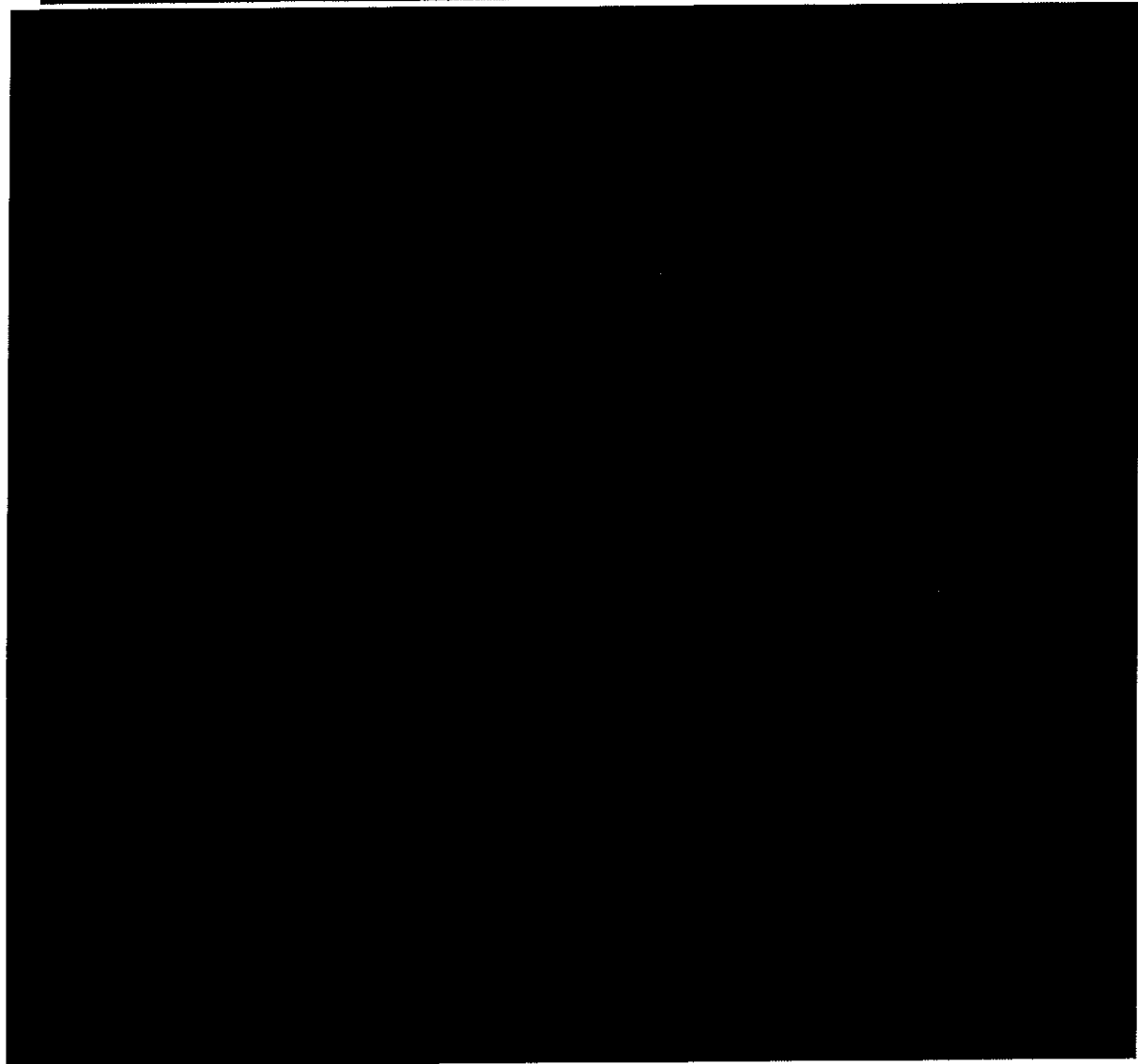


50/12  
109

fs

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

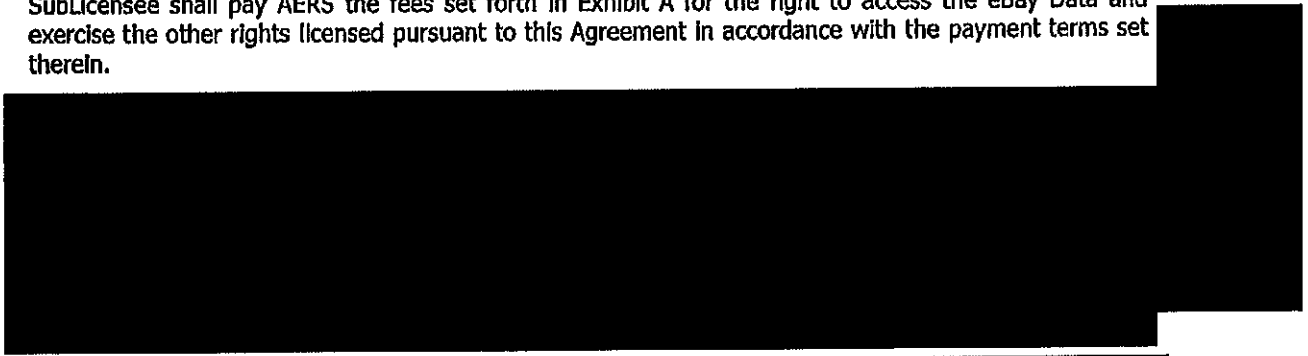
Ex #10



**7. FEES.**

**7.1 Fees for Access to eBay Data.**

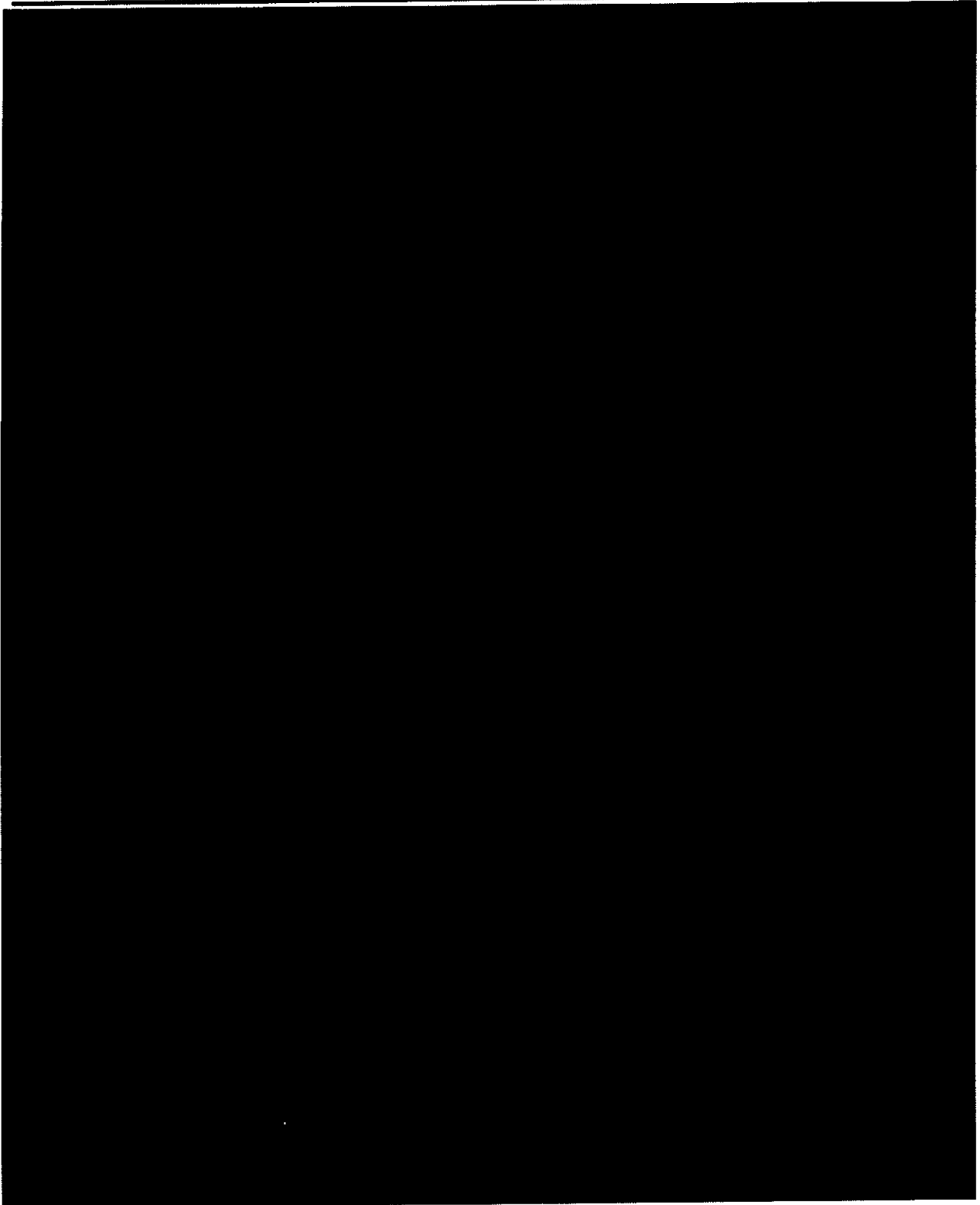
SubLicensee shall pay AERS the fees set forth in Exhibit A for the right to access the eBay Data and exercise the other rights licensed pursuant to this Agreement in accordance with the payment terms set therein.



JS

Ex #10

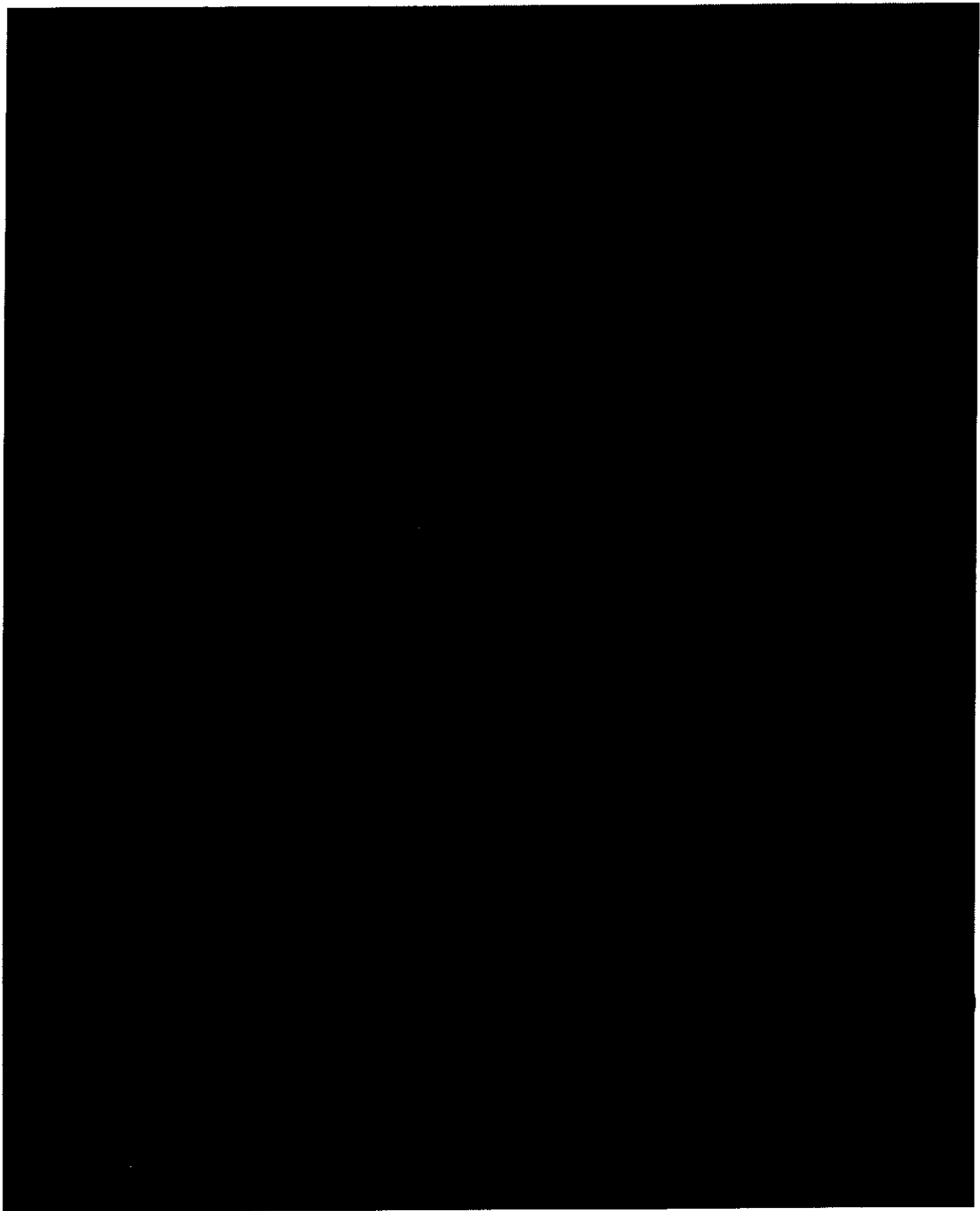
**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**



AS

**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**

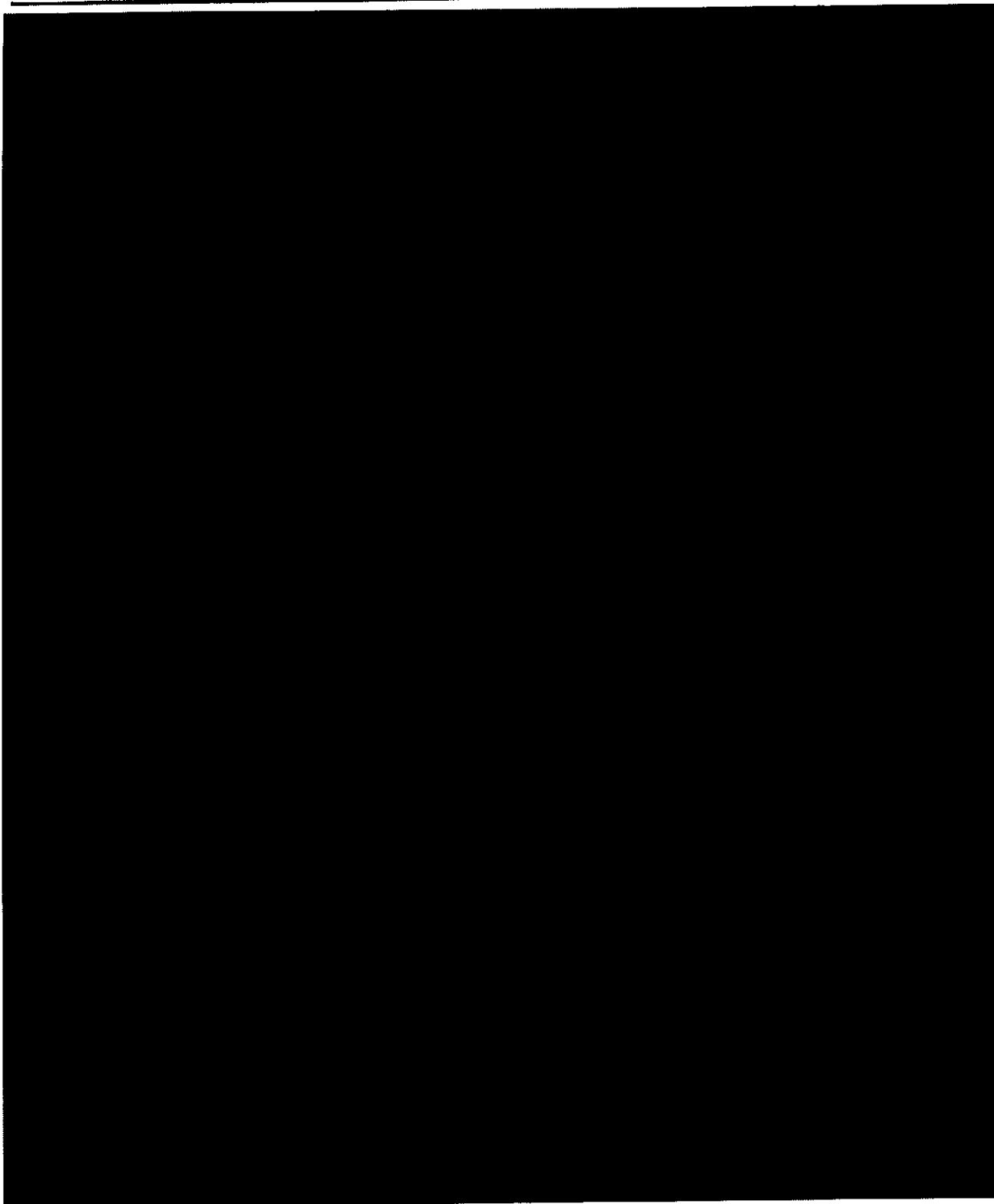
EX #10



*[Handwritten signature]*

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

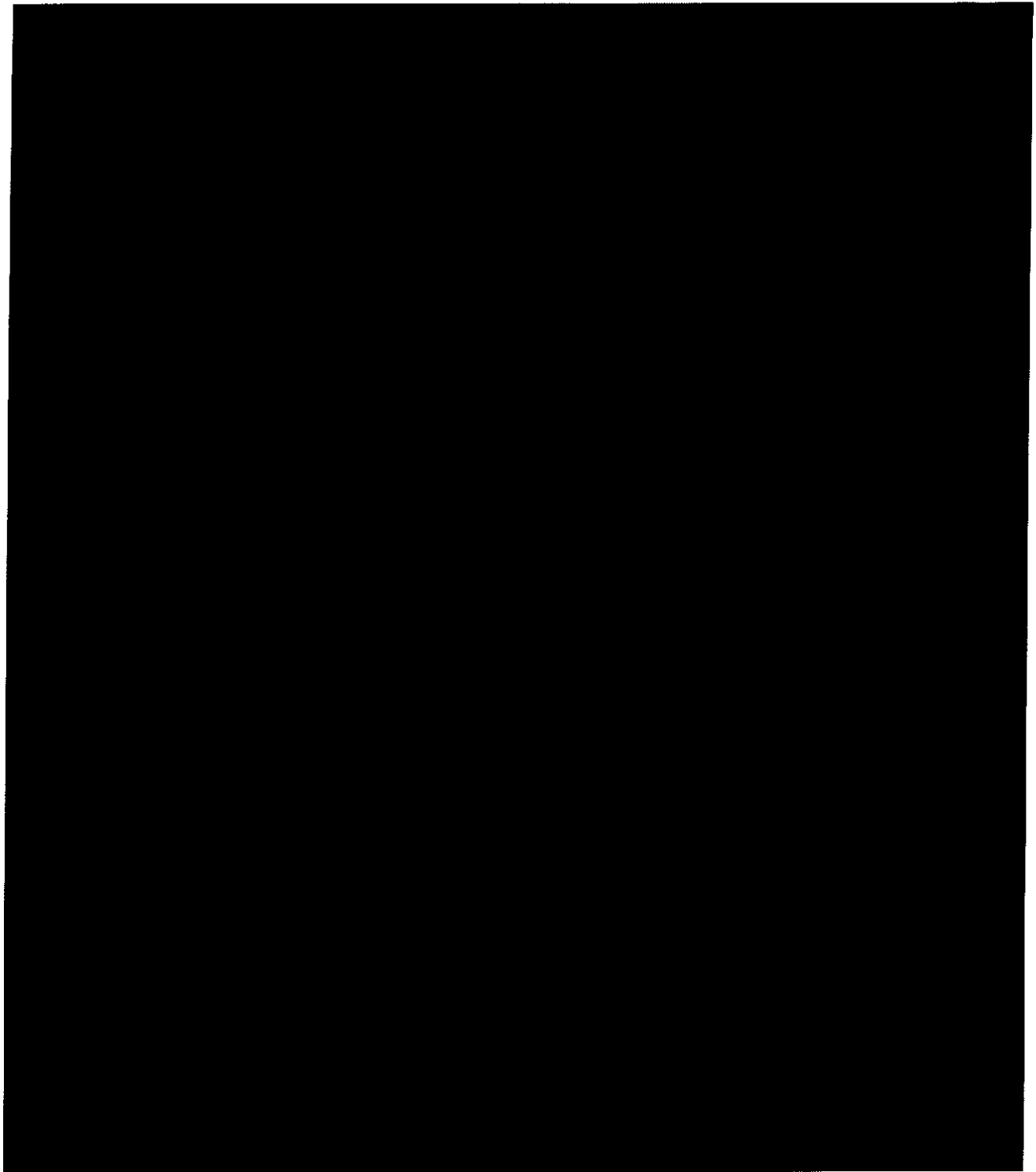
EXHIBIT #10



*[Handwritten signature]*

EX-10

**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**



AS

**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**

Ex #10

The parties below have read and understand the terms and conditions set forth in this Agreement and by signing agree to be bound by those terms and conditions. This Agreement may be signed in counterparts.

**Advanced Economic Research  
Systems Inc.:**

**WorthPoint, Corporation ("Licensee"):**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Will Seippel

Title: President and CEO

Title: President and CEO

10/20  
W

W

Advanced Economic Research Inc.  
 Suite 2307 – 4464 Markham Street  
 Victoria, British Columbia Canada V1Z 7X8

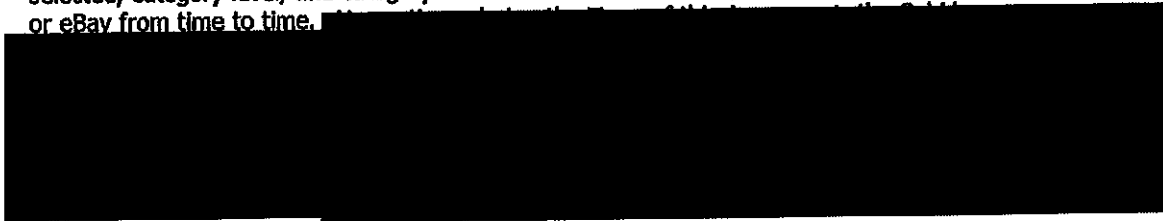
EX #10

Exhibit A

1. Pricing.

(a) Annual Data License Fee.

Sublicensee has elected to purchase a data license on the basis of the license type, use, package type, package add-ons, site #, and delivery schedule set out in Table A below. Access to the specific Metas selected, category level, and category ID# are outlined in Table B, which Metas as modified by AERS and or eBay from time to time.



| Table A - License Description |  |
|-------------------------------|--|
| License Type                  | Data License   |
| Use                           | Public   |
| Package Type #1               | Value Guide  |
| Package Type #2               | Item Description   |
| Site/ Site #                  | Site 0 / US  |
| Delivery                      | Premium (daily delivery, 2 day time lag, 100% of the data) |

| Category Name | Category# | Level | Cost/Year (USD) |
|---------------|-----------|-------|-----------------|
| Art           | 650       | 1     |                 |
|               |           |       |                 |
|               |           |       |                 |
|               |           |       |                 |
|               |           |       |                 |
|               |           |       |                 |
|               |           |       |                 |
|               |           |       |                 |
|               |           |       |                 |
|               |           |       |                 |
|               |           |       |                 |

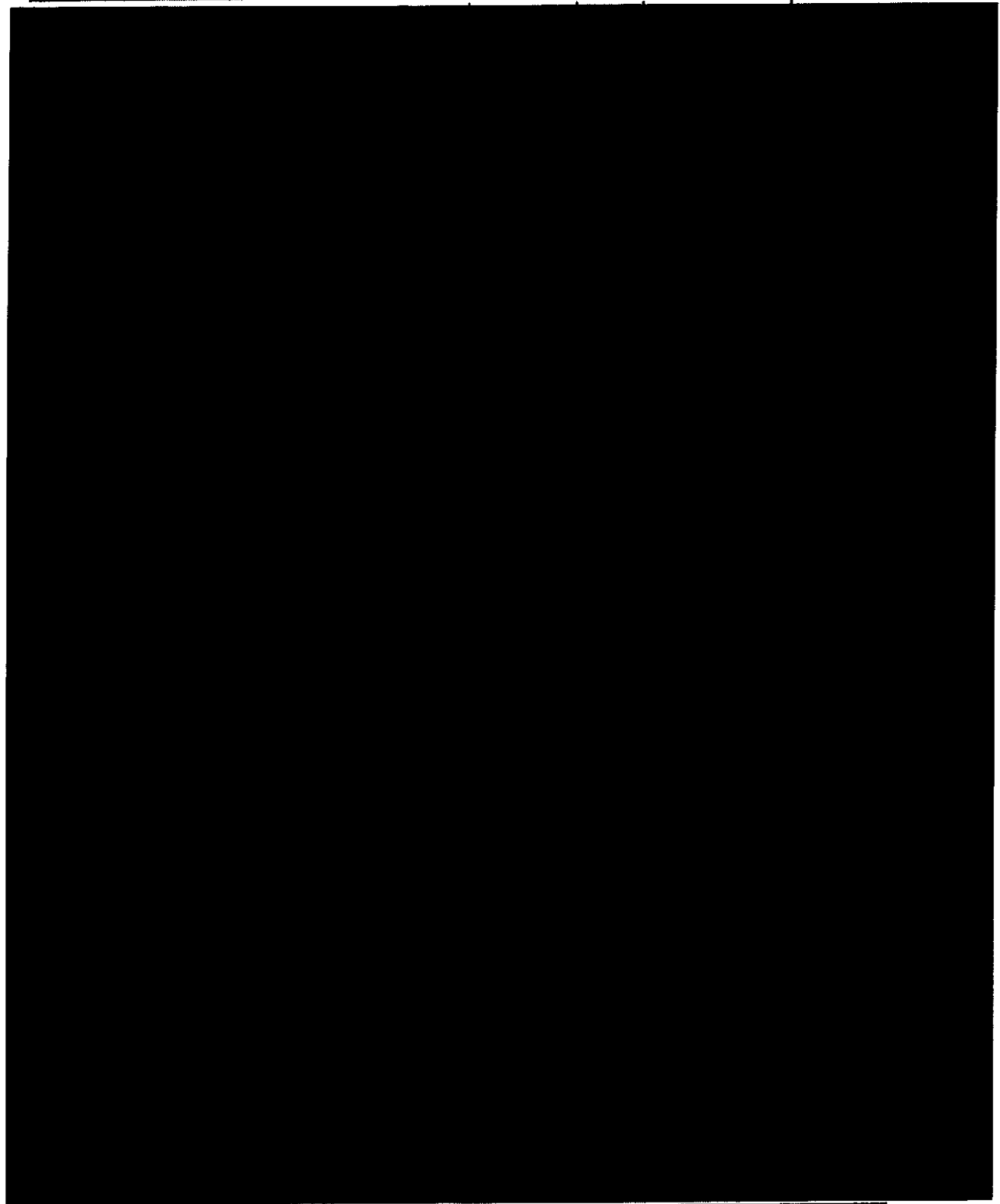
noted  
 as

13



EX #10

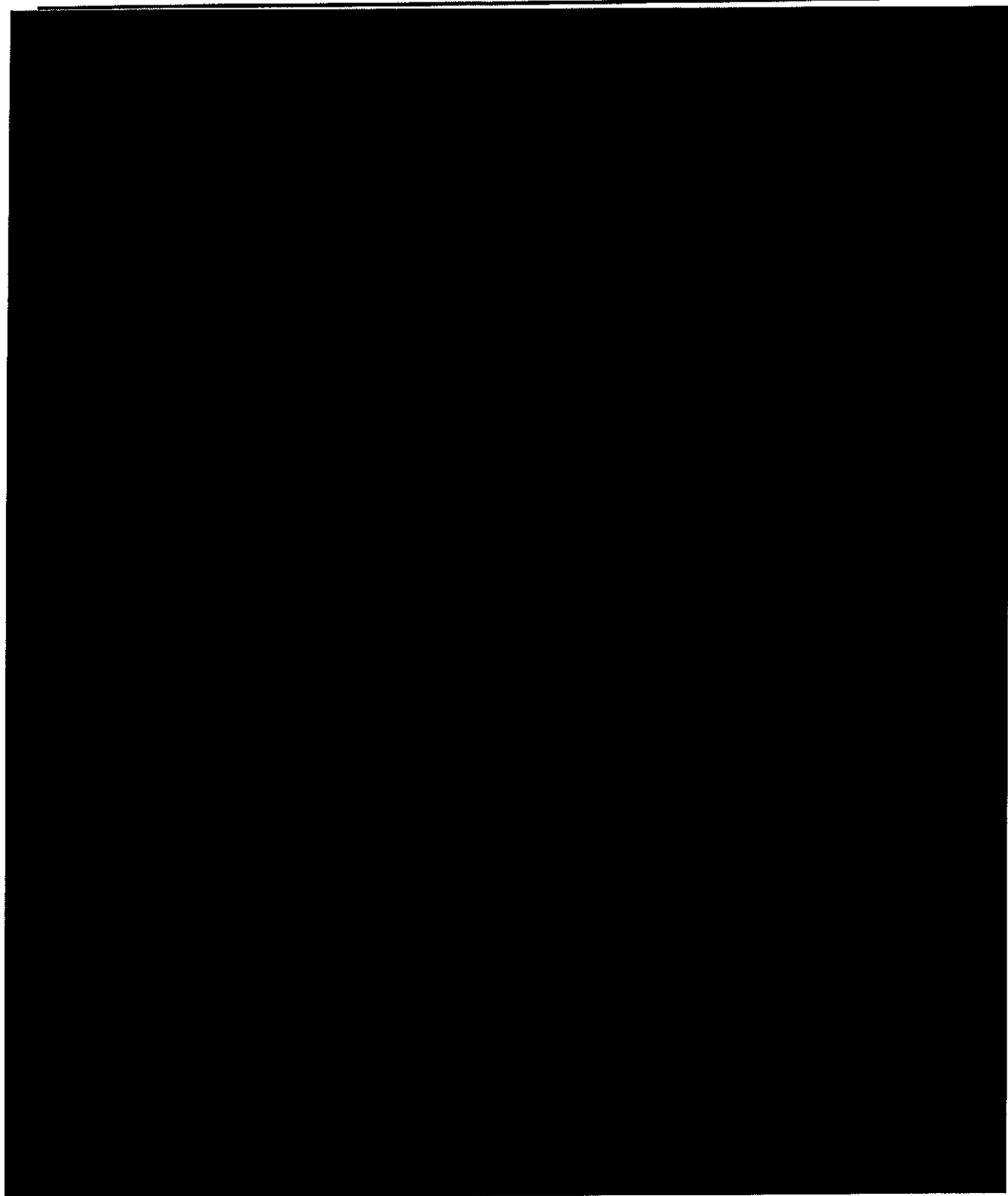
**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**



*[Handwritten signature]*

Ex #10

**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**



RB

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

EX #10

[REDACTED]

**4. Permitted Uses.**

SubLicensee may only use the eBay Data in accordance with the license granted in Section 2.1. of the Agreement for the following permitted uses unless otherwise agreed to in writing:

To display the eBay Statistics developed by SubLicensee using the eBay Data to SubLicensee's Customers for their use. [REDACTED]

To develop Licensee Application Solely for the purpose of enabling SubLicensee Customers to do the following:

- Determine the date an item was sold.
- Determine the item's final sale price.

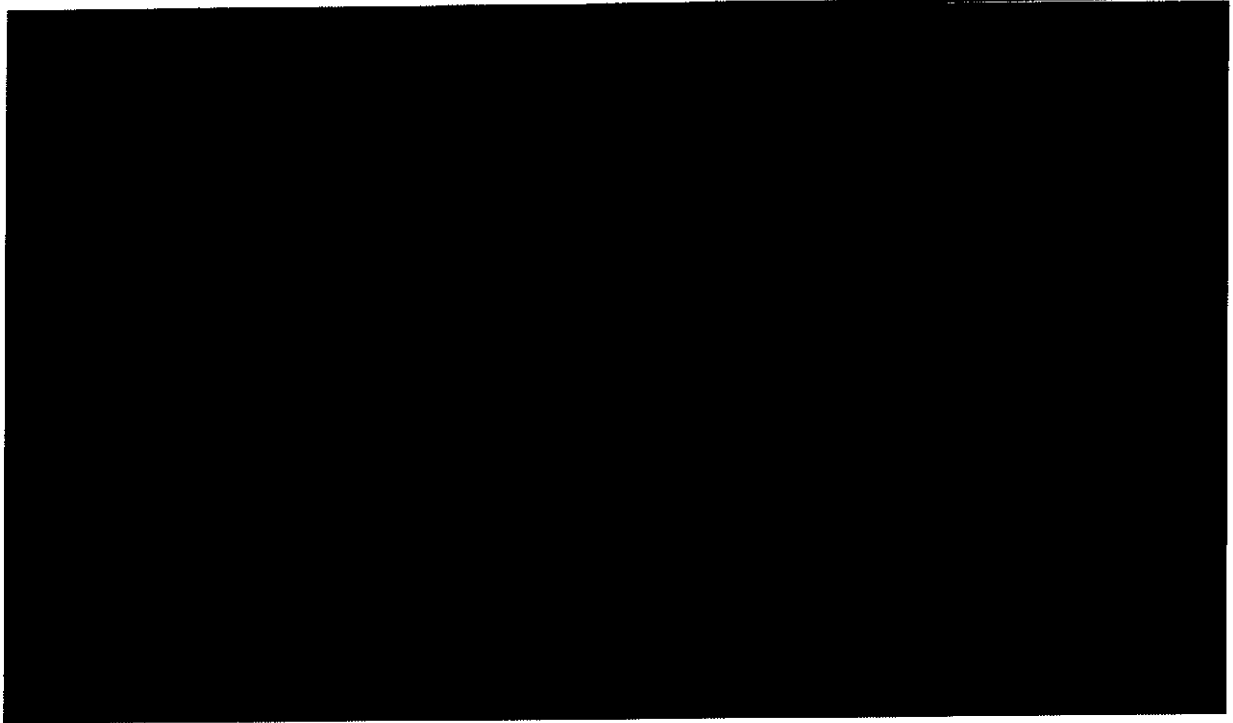
[REDACTED]

[REDACTED]

12

EX #10

**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**

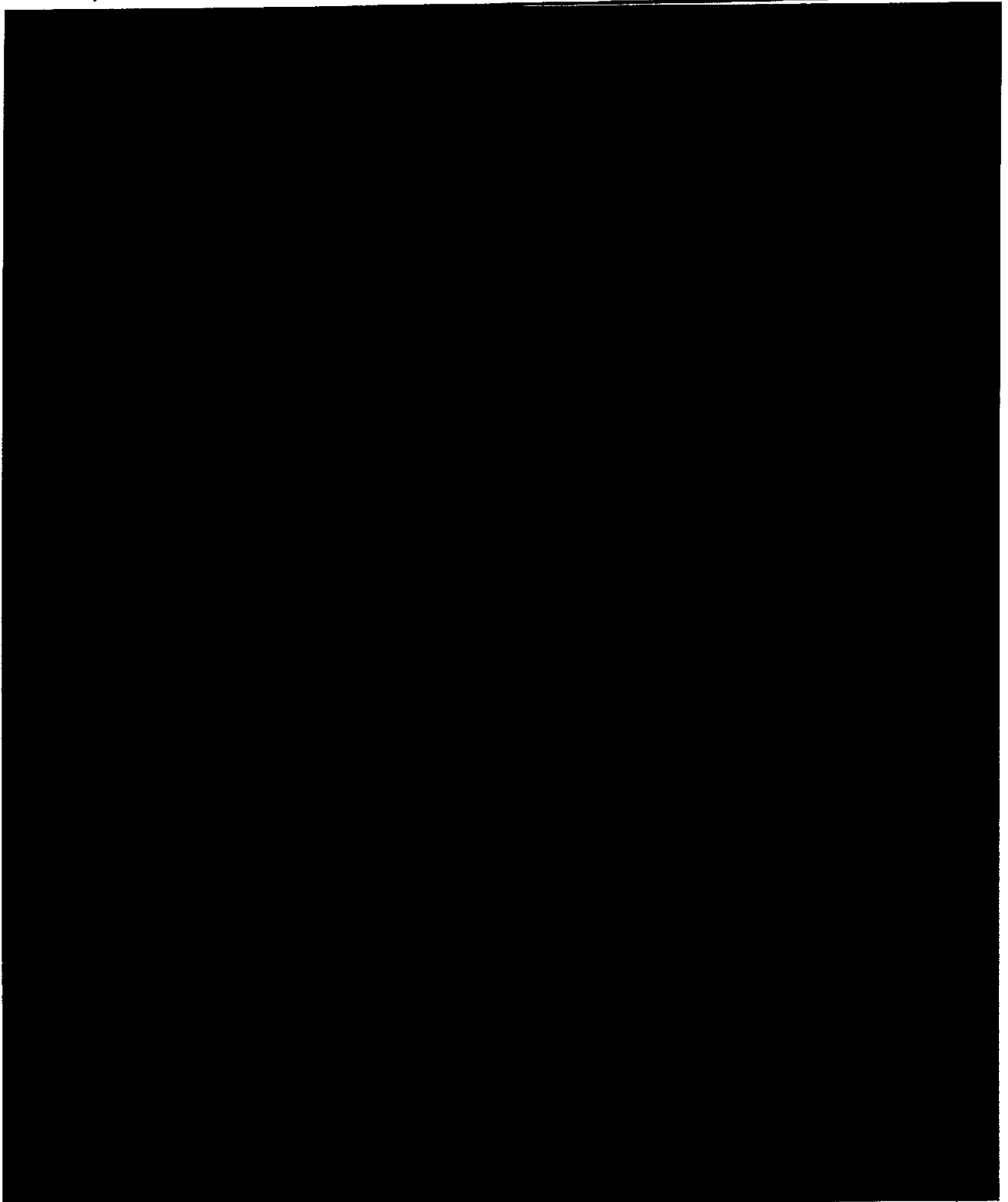


160827  
WOS

JS

EX #10

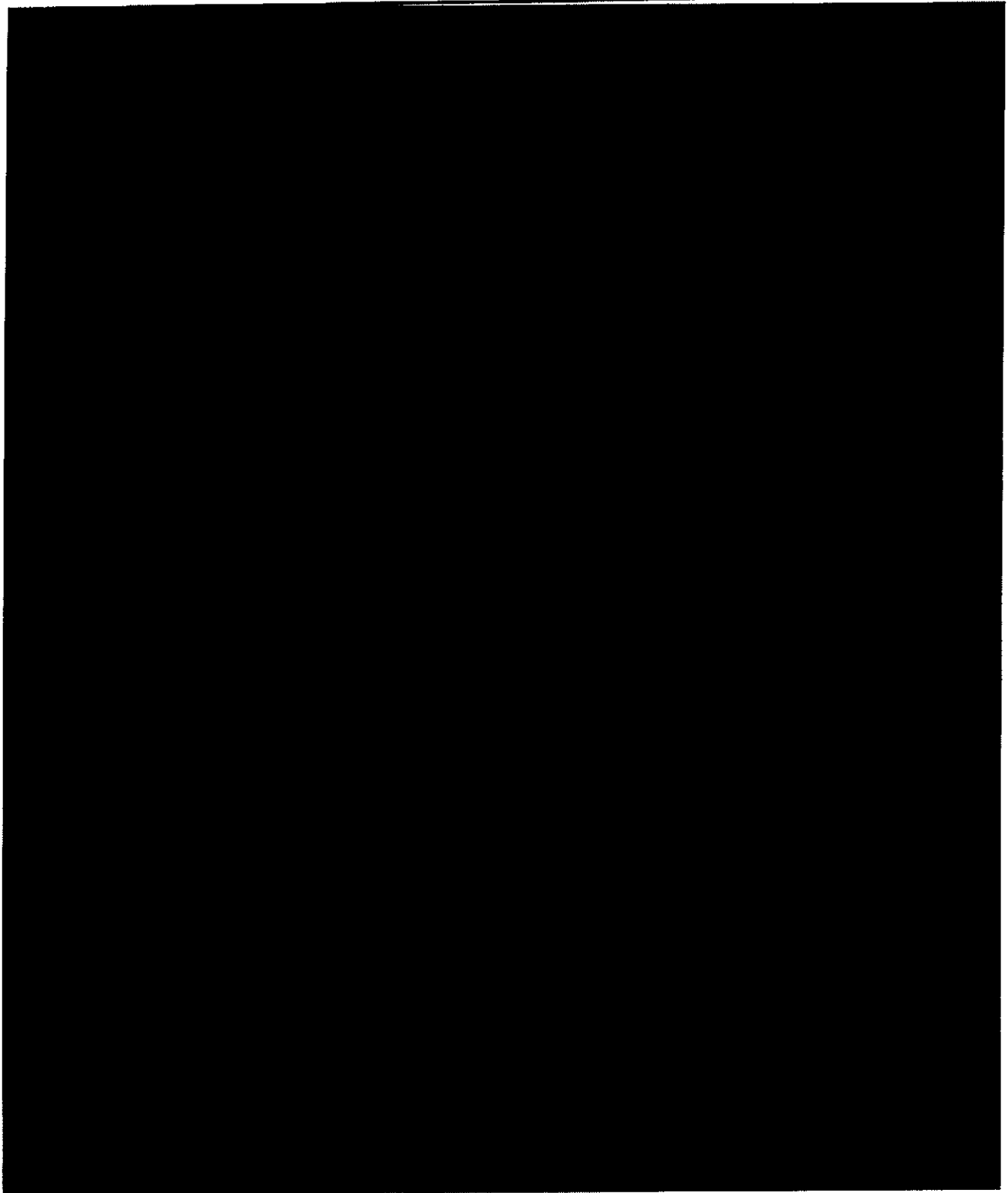
Advanced Economic Research Inc.  
Suite 2307 - 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8



AS

**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**

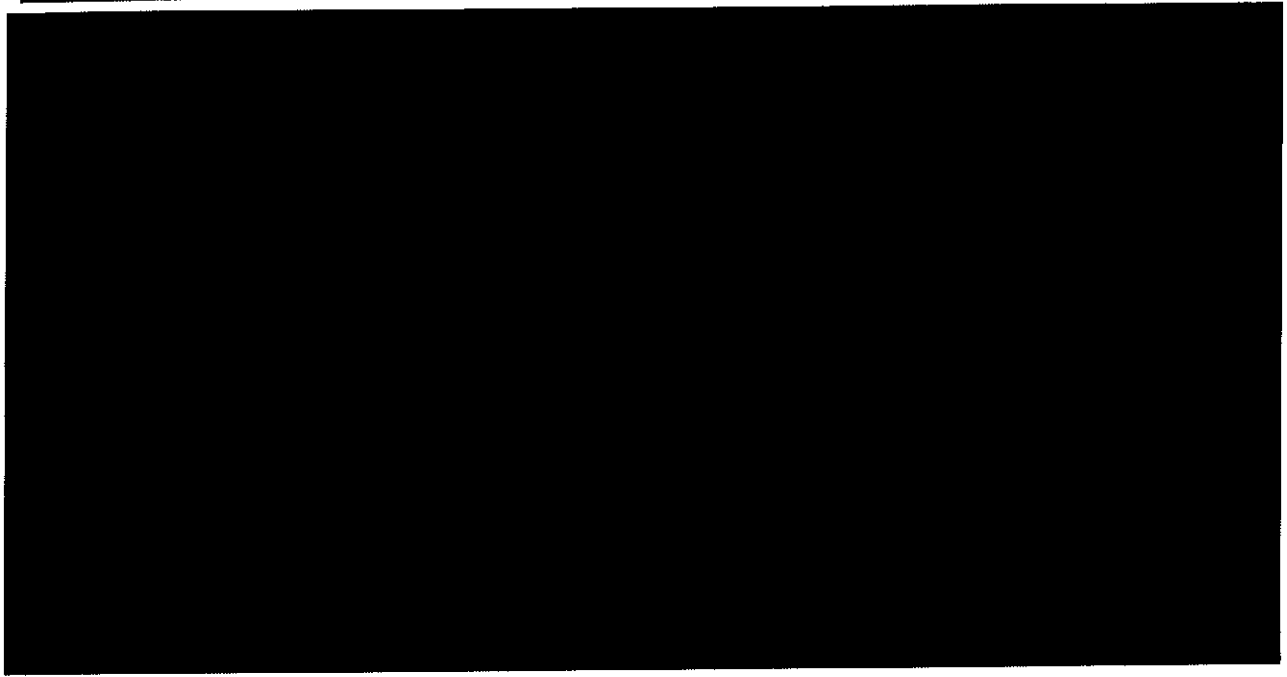
EX-7710



*[Handwritten signature]*

EX #10

**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**



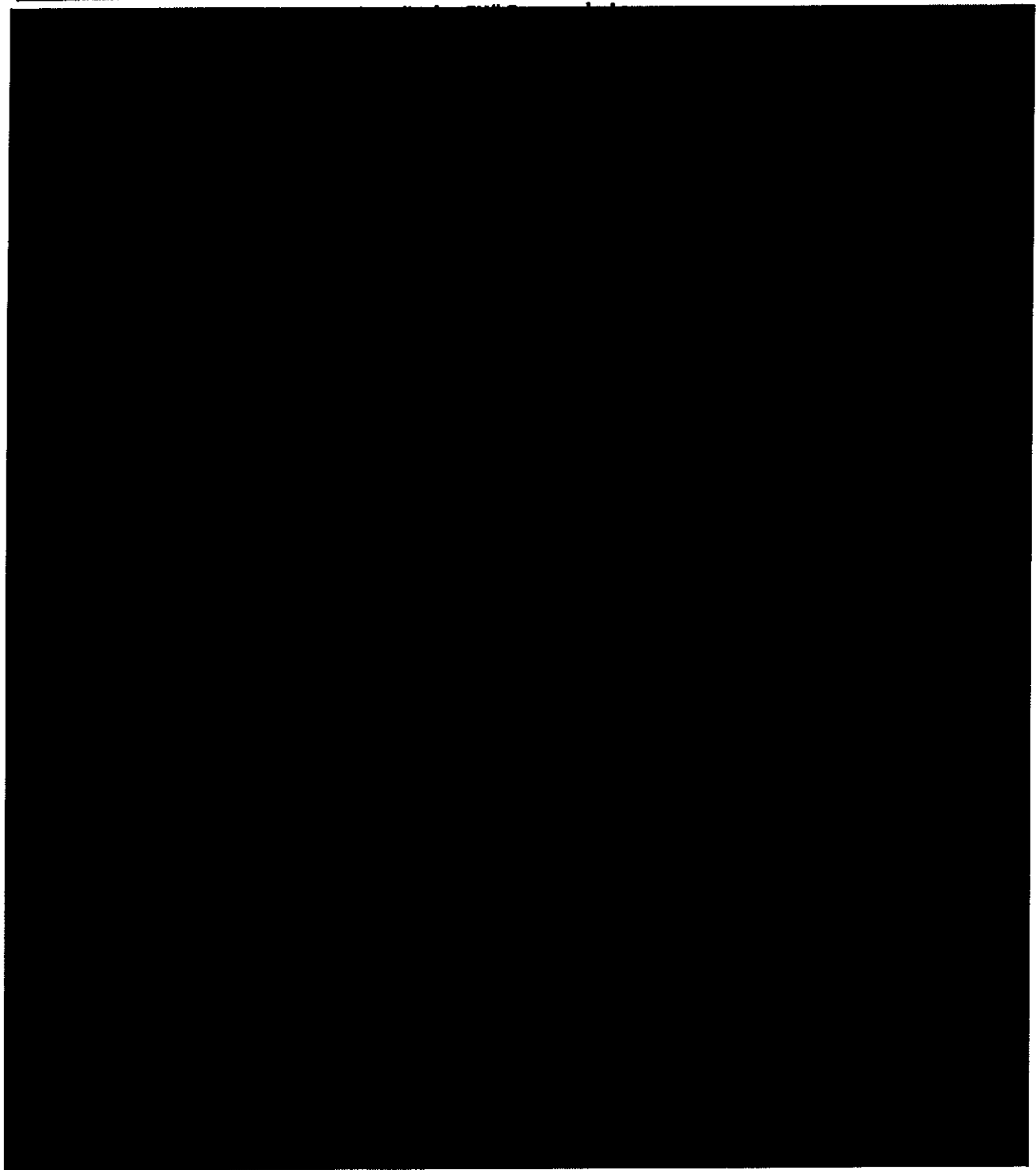
26

190828  
lls

Handwritten signature and a large circular scribble or stamp.

EX 10

**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**

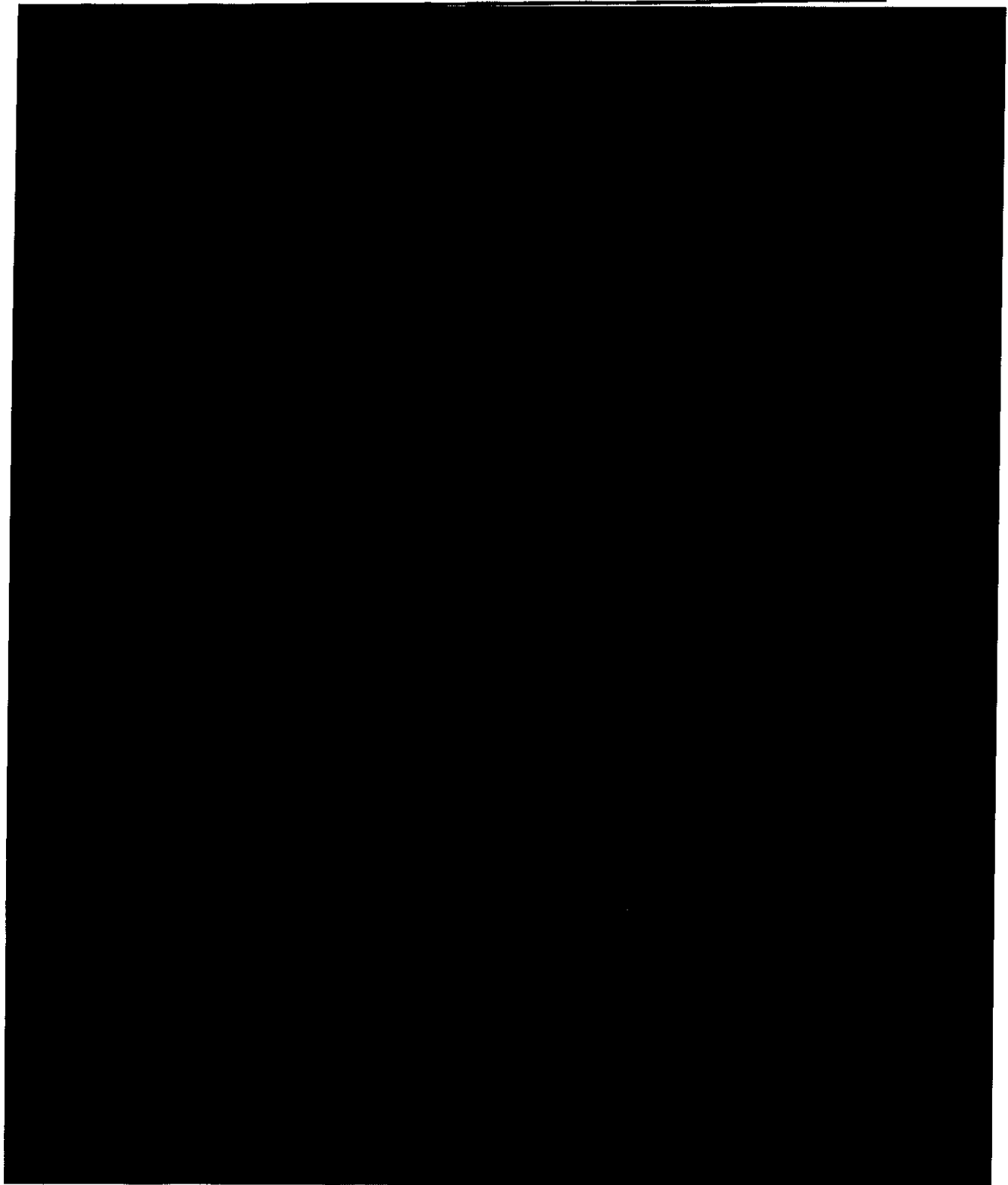


73



EX-10

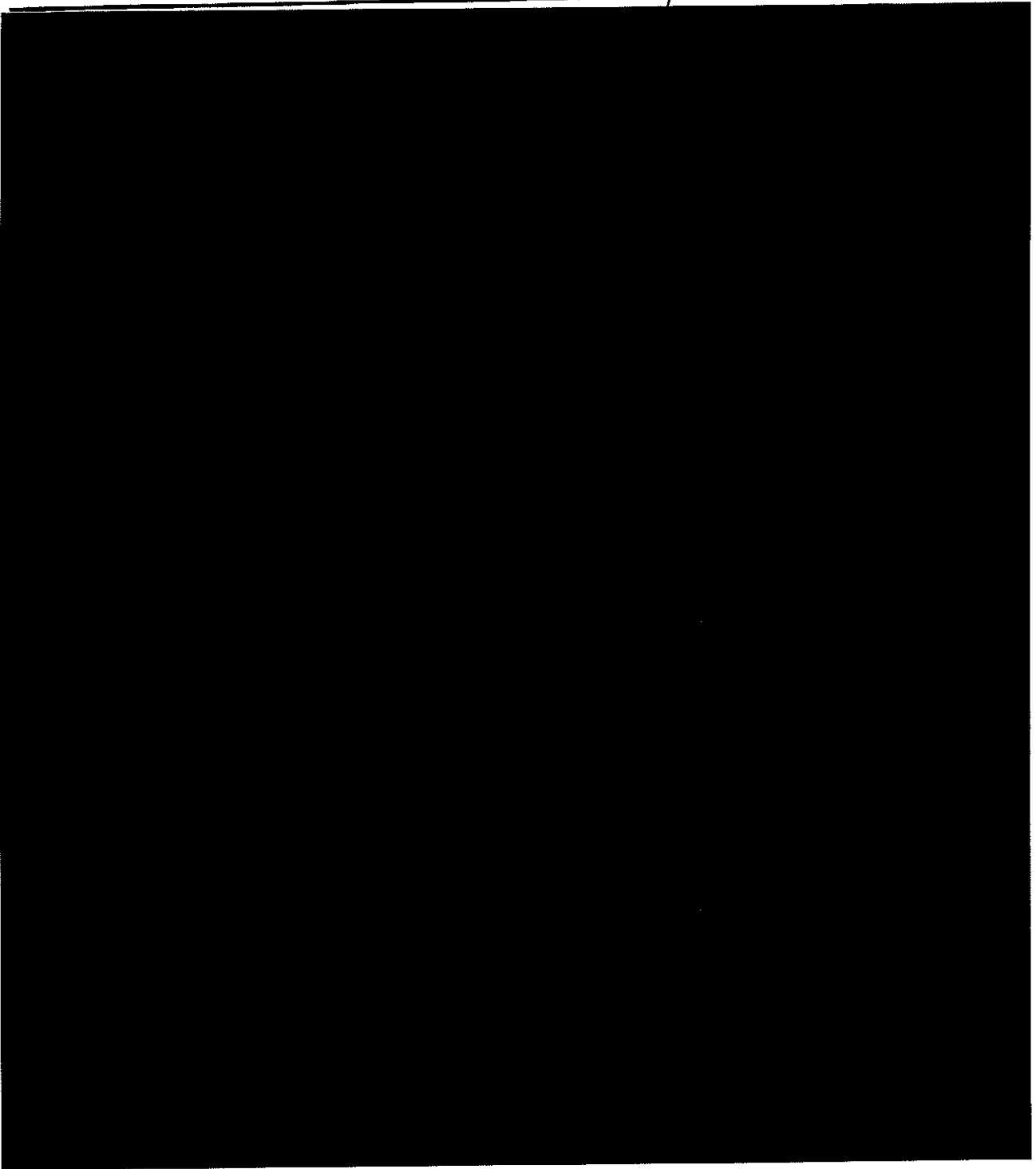
**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**



13

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

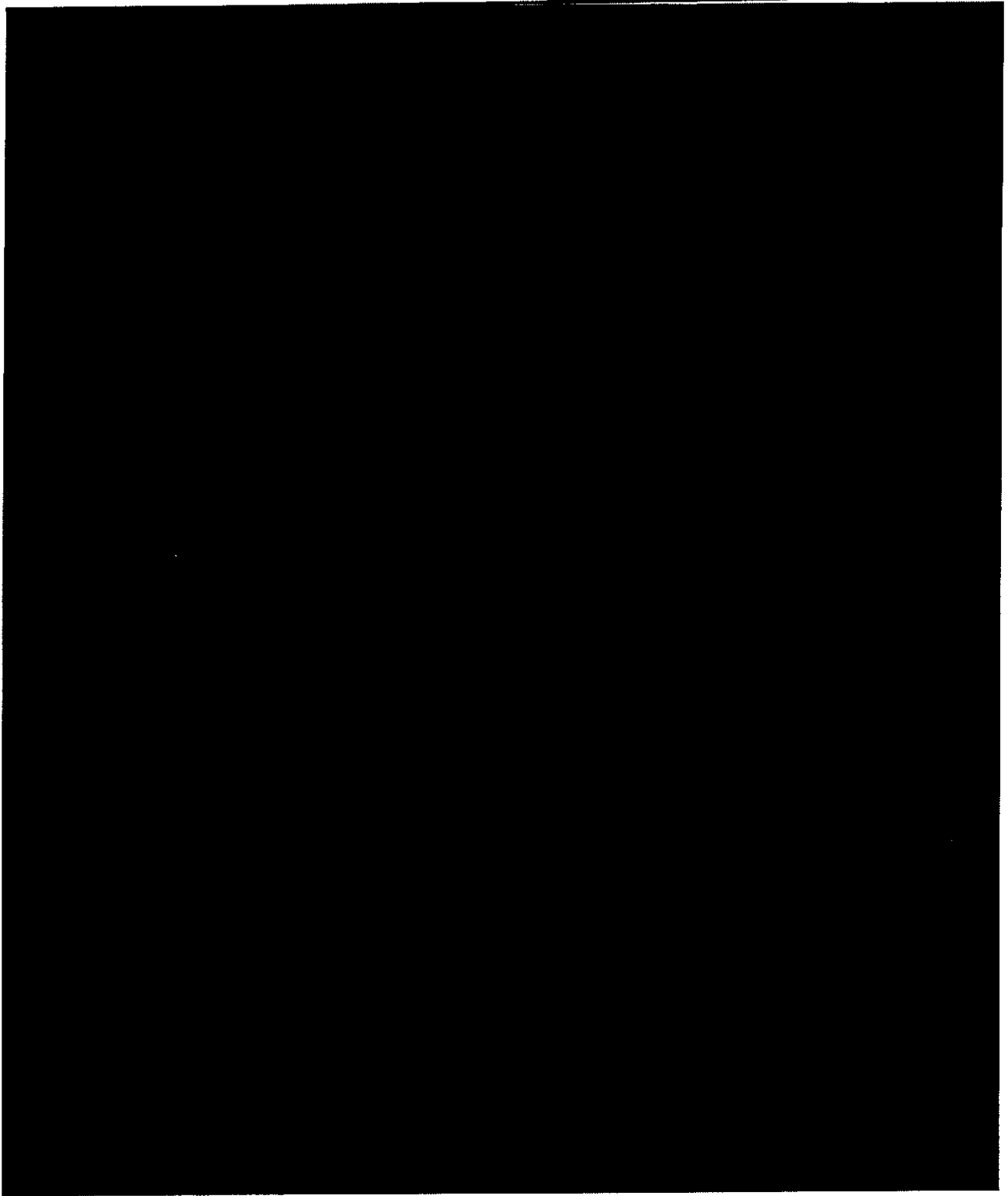
EX #70



13

EX-#10

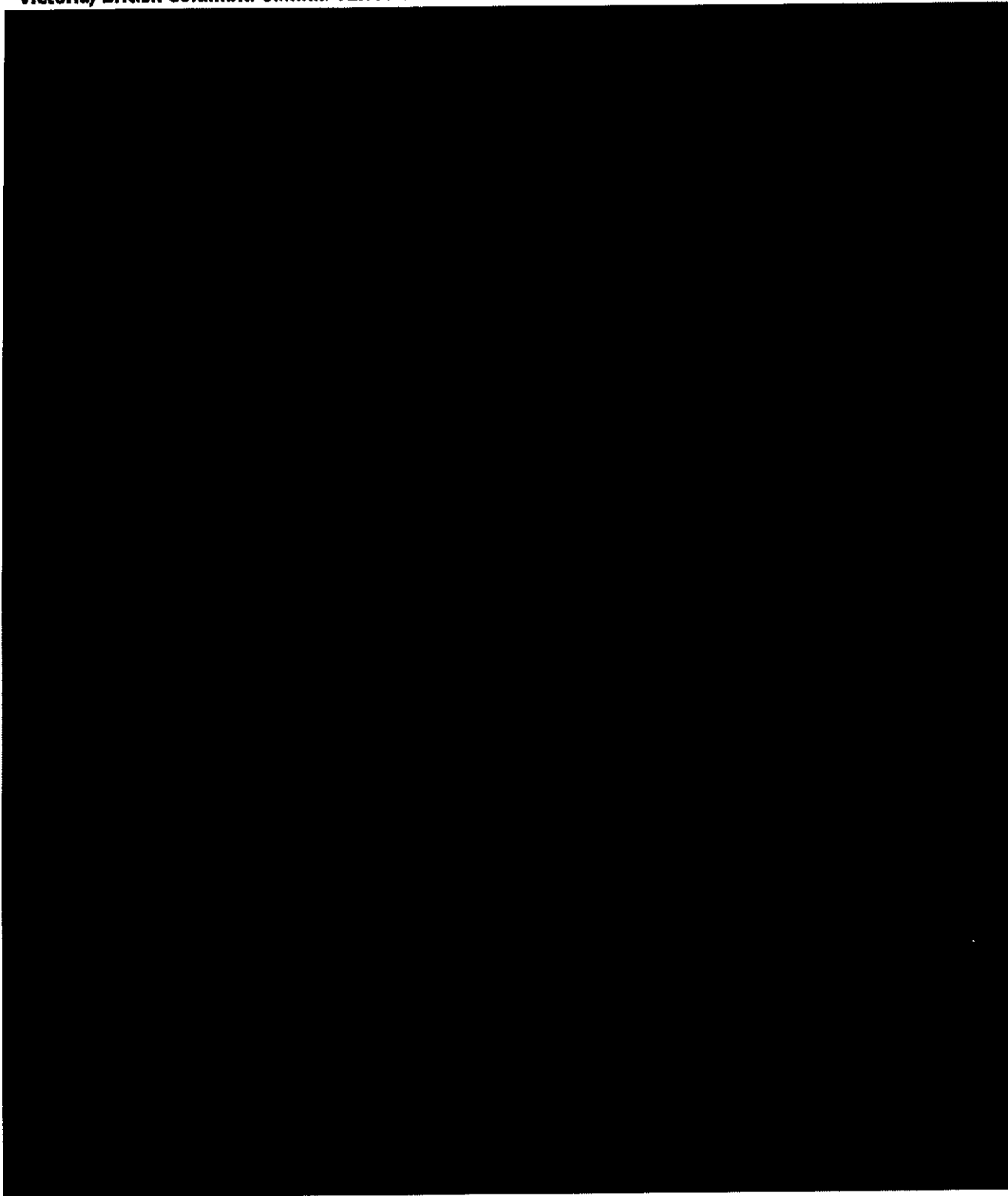
Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8



JB

**Advanced Economic Research Inc.**  
**Suite 2307 – 4464 Markham Street**  
**Victoria, British Columbia Canada V1Z 7X8**

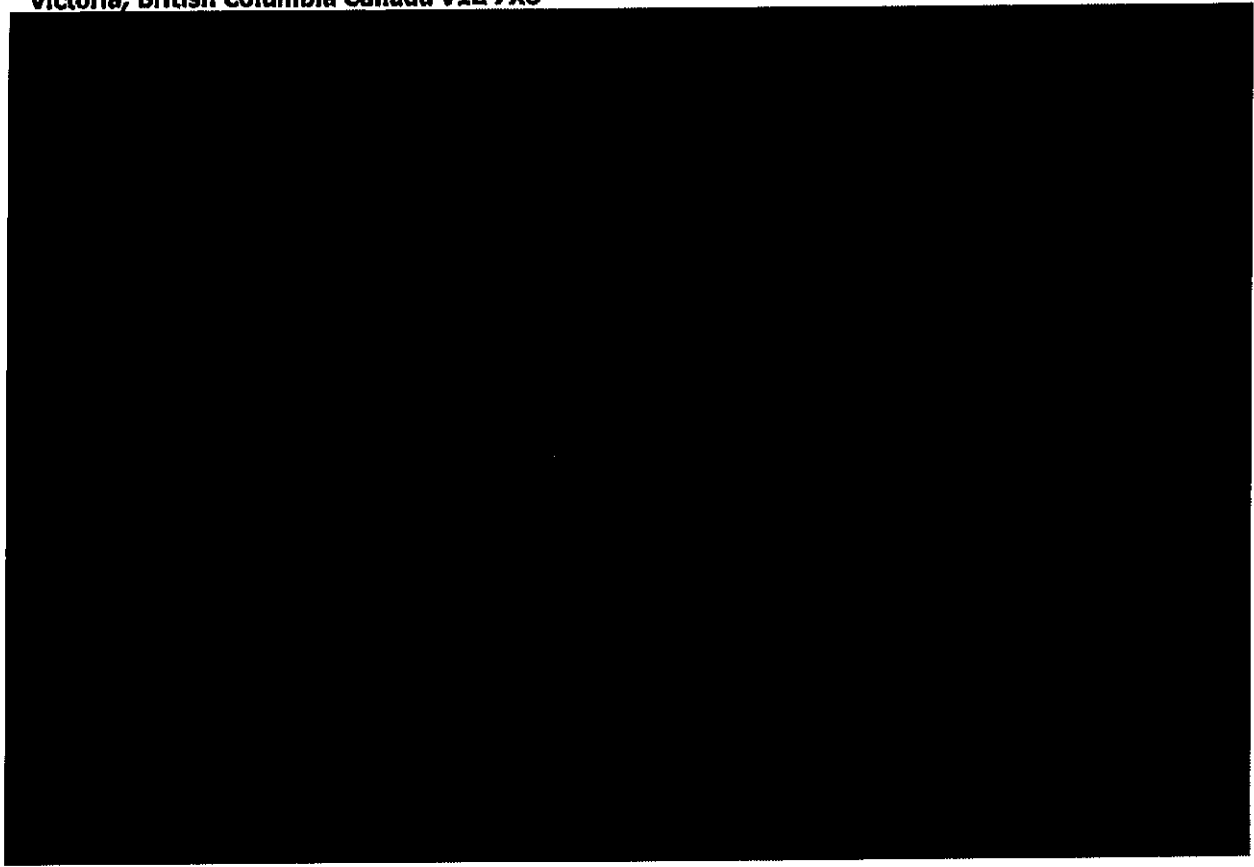
EX-#10



JB

EX #10

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

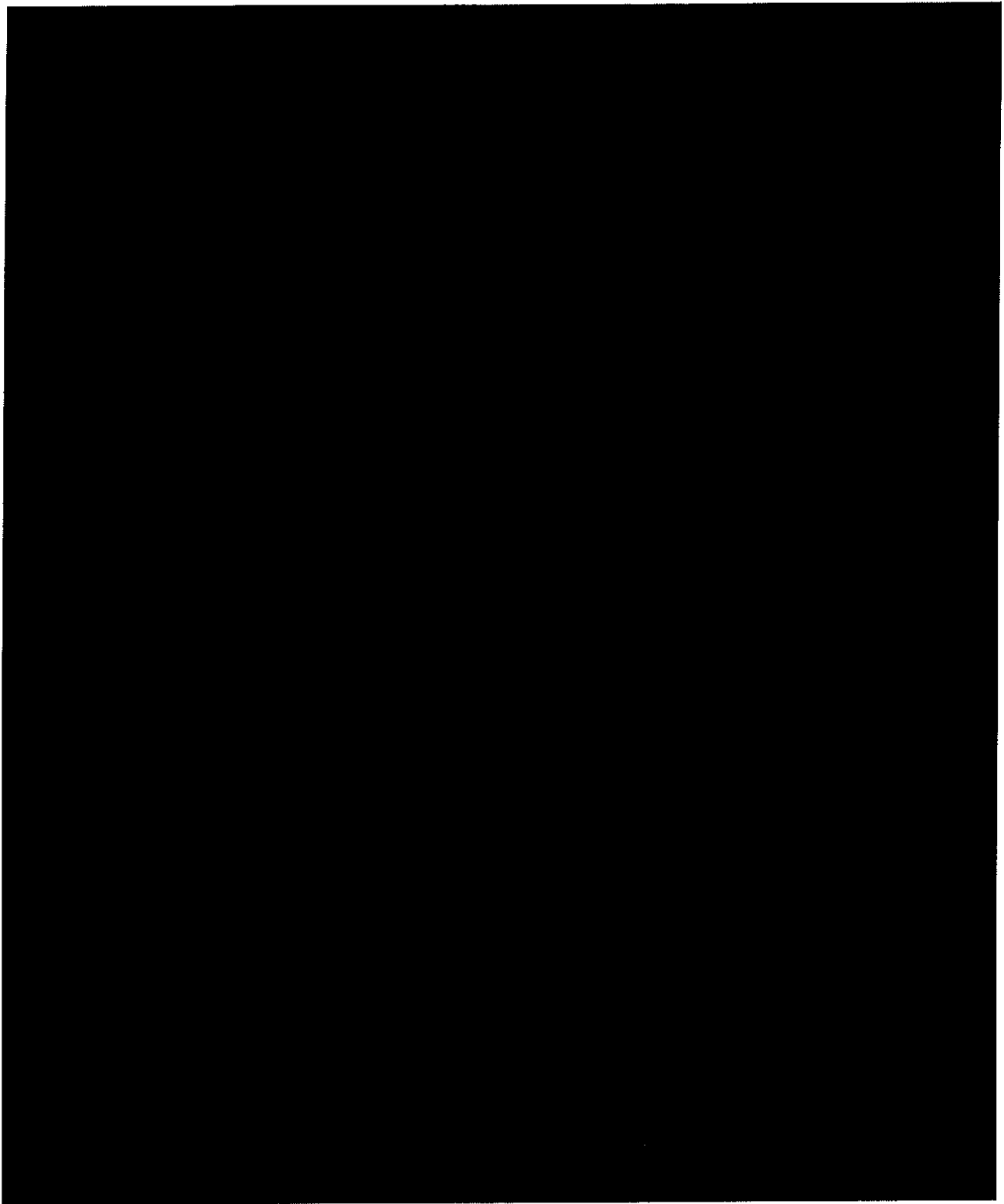


25/07/23  
WB

75

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

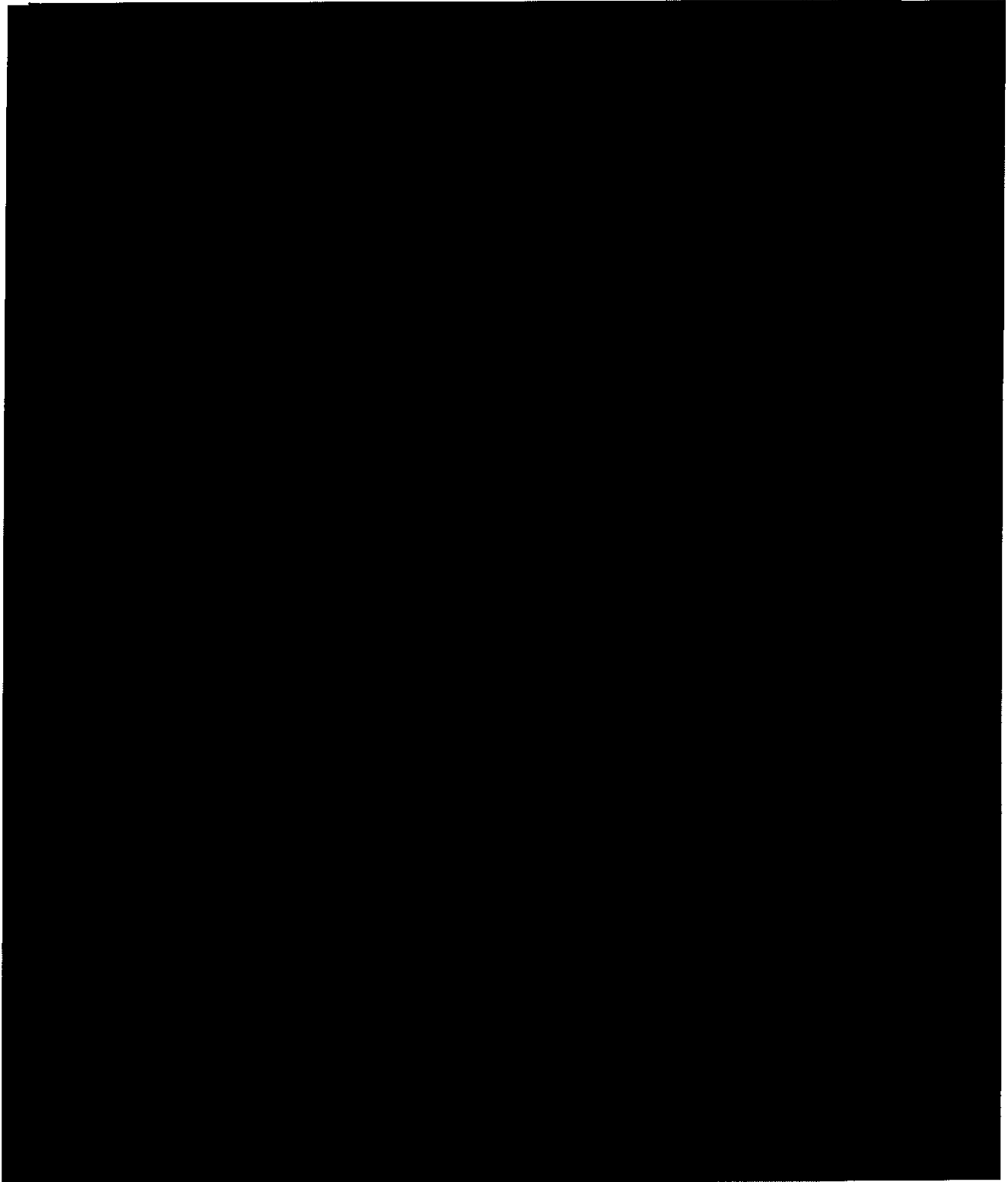
EX#10



43

Advanced Economic Research Inc.  
Suite 2307 – 4464 Markham Street  
Victoria, British Columbia Canada V1Z 7X8

*EX-10*



*AR*

20121201\_site0\_category550\_valueguide.data.header  
Finished at : Tue Dec 4 09:30:42 2012  
Rows Retrieved : 4454

20121201\_site0\_category550\_valueguide.data.bz2:330833102936 1972 Original Oil  
Painting Man With Red Umbrella Signed Annamarie Trombetta yqz New York Listed Artist  
- Shabby Chic Condition 01-DEC-12 19:54:01 10 1 1 551 0 181.50 1 18 Y

20121201\_site0\_category550\_descriptions.data.bz2:<EBAYID>330833102936</EBAYID><EBAYD  
ESC> <p> Welcome to EstateAuctionsInc! We are one of the Top Sellers of Antiques,  
Collectibles and Quirky items on eBay. We have been selling since 1998 and ALL of  
our auctions start at .99 cents. We are proud to announce that we maintain a "FIVE  
STAR Detailed Seller Rating" and our staff strives for 100% customer satisfaction,  
our 100% feedback rating will vouch for that. We work with consigners from  
Coast-To-Coast and work hard to make sure we have top quality items. We are "Your  
Quality Zone" - search "YQZ" to see our other listings our Click Here! </p>

<p>\_\_\_\_\_</p> >>>>>  
UP IN THIS AUCTION <<<<< 1972 Original Oil Painting Man With Red Umbrella Signed  
Annamarie Trombetta New York Listed Artist - Shabby Chic Condition <p> - DESCRIPTION  
- Please be patient there are 12 photos to be loaded in this auction. Up in this  
auction is a wonderful and delightful oil on canvas painting of a man (I guess it  
could be a woman) with a red umbrella. This is by Annamarie Trombette. It is signed  
on the bottom, but on the back it has written in red on the stretcher, Annamarie  
Trombetta "Gifted" 1977, "Painted" 1972. To our eyes it looks like it is after the  
style of Andre Kohn. It is quite large being approx. 48 1/2" tall and 17 1/2" wide.  
We are calling it shabby chic condition as it has a tear in the canvas, about 5/8"  
long just to the left of the man's knees, but still such a great painting. For those  
not familiar with Trombetta, here is information about her from off AskArt as they  
got it from her website: Annamarie Trombetta (1963 - ) Lived/Active: New York The  
nature of an artist's life, creativity and growth may be synonymously expressed in  
the image of an archetypal tree. Beginning with the earthly descendent roots the  
artist like the tree branches out into its surrounding environmental and celestial  
world. Both ascend and descend, widening their girth of consciousness while  
producing visual imagery, weathering each season of change. Thus, I believe it is  
the nature of the artist and of nature itself to regenerate and manifest. All of the  
imagery in this catalog was either created en plein air or from the subject  
directly. My journey to becoming an artist began many years ago. The consanguineous  
roots of my Italian family tree provided me with an innate constitution for my  
artistic profession. When I was a tiny seed of contemplative thought, my artistic  
nature began to sprout interest while gazing up at the ceiling paintings in a  
neighborhood church named Regina Pacis, meaning Queen of Peace. The church located  
in Brooklyn, NY features ceiling paintings, sculptures, marble interiors, and  
incorporates architectural elements for the façade and the belfry that are of  
Italianate design. Before the age of three I was able to surmise that the church in  
the ceiling painting was indeed the church I was in. The visual stimulation was a  
form of education. It fostered my sense of perception which became my strongest mode  
for acquiring knowledge. As the years unfurled, my family moved to Staten Island. At  
this time it was a scenic field of luminosity, lush vegetation and a harbor view  
complete with sail boats and small yachts. A few years after we moved my tree of  
life was in jeopardy of losing a limb. What appeared to be a swollen leg was indeed



a cancerous tumor. It was an almost fatal or perhaps even a fated occurrence in my life. The struggle to survive the experience was lightened by my imagination and by my artistic ability to create. I seriously thought I would go into medicine but the posters and paintings in the hospital and doctor's office held my attention more intensely. I began my formal training at The Brooklyn Museum School of Art while I was in high school. The exposure to various forms of art inspired me to expand my horizons and in the early Eighties I traveled on a summer tour to Europe. The tour comprised of six countries; Germany, Austria, France, Italy, Switzerland and England. Viewing so many different cities and cultures in a concentrated period of time helped me to see the similarities as well as the differences of each quite clearly. Upon my return I enrolled in an art history course to examine the content of art in relation to its chronological, political and historical relevance while applying to art colleges. I was accepted to Parsons School of Design located in lower Manhattan. The pulsating pace of this compressed cosmopolitan city was reflected in the school's curriculum. Although I did enjoy the challenges and experiences which expanded my capabilities, I was not satisfied with the level of my drawing and painting skills. In the mid Eighties I attended The New York Academy of Art which focused on teaching the history and traditional techniques from periods of art, such as the Italian Renaissance, the classical and neoclassical periods in France, as well as the Spanish, Dutch and Fleming masters. Here I studied cast drawing, grisaille painting, anatomy, dissected cadavers, yet most influential to me was geometry and perspective. During this period I traveled once again to France and Italy to study with my teachers who offered summer classes in art history, drawing and painting. I remember when I was in the French countryside feeling as if I was walking into a huge painting. The views felt so familiar due to the talents of Monet, Pissarro, VanGogh, etc. In my solitude I would envision them, particularly VanGogh in a wheat field painting or see the circular hay stacks change colors by sunset right before my eyes. The truth captured in their paintings a century ago felt so real to me, it spiraled an indelible influence. This experience still inspires me to strive towards capturing my subjects with a sense of presence and atmosphere. Visiting Italy again, my ancestral homeland, sharpened my acuity and attraction to works of art on uniquely shaped canvases. There were so many moments that will be with me throughout my life, most notable was to see the chariot markings while walking in the ruins of ancient Rome, or to hear bells toll in St. Mark's Square, and to be within inches of some of the most revered art in the world. When I returned to the States, the desire to develop artwork in various mediums became the goal. I started attending The National Academy School of Fine Arts to explore and perfect the media of pastels and figure painting, and also to study printmaking. During this time I was employed at The National Academy Museum. The Academy and its intriguing history filled the chasm of my knowledge for the heritage of American art while also informing me of the cultural developments in my country, particularly those in New York. The opportunity to read the Academy's books while I was working at the Museum, was an enlightening experience. I learned, most importantly, about the Hudson River School painters and their personal involvement with writer/poet William Cullen Bryant. This relationship between artists and writers of that time initiated the unfoldment of Central Park. The Park, which is adjacent to The National Academy Museum was already charted territory for my artistic expression. Learning about the creation of the Park intensified my passion for depicting it. During my tenure at The Academy, a conversation with a museum visit led to my interest in the W.B. Yeats Society of New York , and another trip

abroad. Coincidentally and perhaps synchronistically I had been attending lectures on Theosophy about the same time I was learning about Yeats. Crucial to my personal and professional development at that time was my comprehension of why Theosophy influenced the modern movement in the Arts. Yeats, like many other writers, musicians, and artists such as Mondrian and Klee, etc. drew inspiration from the philosophical texts written by the robust Russian, Madame Blavatsky. Within a few months I had won a scholarship under the auspices of the Yeats Summer School in Sligo, Ireland via the Yeats Society of New York. A short trip to London, preceded the Summer School, where I hunted down John Singer Sargent's charcoal sketch of Yeats at the National Portrait Gallery. This inspired a trip to the Tate, and several other collections. Traveling to England first set the stage for the political, personal, and historical dynamics that I was about to encounter regarding the legacy of Yeats and of Ireland. Before the school commenced, there was a ceremonial service at Drumcliff Church where Yeats is buried. The picturesque view and the enigmatic words of his icy epitaph became etched in my memory on that day and inspired me to create a painting titled after his poem "Under Benbulbin" which elaborates on his immortal words. To learn about his family, his life and his vision motivated me to begin a new chapter in creating my own work. To culminate my journey, when I returned home I gathered the metaphorical leaves and branches that had fallen from my artistic tree, be it ancestral or archetypal and concentrated "souly" on "The Holy Tree" described in Yeats' poem "The Two Trees." This image, inspired by the milieu of a mentor miles away is a tribute to his gifts and determined ways which regenerated and awakened the visionary in me. This catalogue highlights the pictorial progression from that trip and the time that followed. I wish to acknowledge certain individuals who have enhanced my artistic sensibilities as a person, as well as an artist. These individuals include Everett Raymond Kinstler, Raymond Steiner, Harvey Dinnerstein, Burton Silverman, the artist's in The Painting Group particularly Aaron Shikler, David Levine, Danny Schwartz, Irene Hecht. I thank them for their help and guidance in my life. <br>

20121201\_site0\_category550\_pic\_url.data.bz2:330833102936 [http://i.ebayimg.com/00/s/MTQ10Fg3MDA=/T2eC16NHJFoE9nh6nPFRBQRWEHG7v!~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/MTQ10Fg3MDA=/T2eC16NHJFoE9nh6nPFRBQRWEHG7v!~60_12.JPG?set_id=880000500F) [http://i.ebayimg.com/00/s/MTQ10Fg3MDA=/T2eC16NHJFoE9nh6nPFRBQRWEHG7v!~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/MTQ10Fg3MDA=/T2eC16NHJFoE9nh6nPFRBQRWEHG7v!~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/NjUwWDY1MA==/\(KGrHqV,!pcFCp\)55,H5BQRWEi,4Bg~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/NjUwWDY1MA==/(KGrHqV,!pcFCp)55,H5BQRWEi,4Bg~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/MTQ5Mlg3MDA=/T2eC16d,!QE9s3HF4leBQRWEL4zjw~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/MTQ5Mlg3MDA=/T2eC16d,!QE9s3HF4leBQRWEL4zjw~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/NTA0WDcwMA==/\(KGrHqZHJDQFC\(WFYZVWBQRWEODvIg~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/NTA0WDcwMA==/(KGrHqZHJDQFC(WFYZVWBQRWEODvIg~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/MTE4NVg3MDA=/KGrHqZHJDQFCjyicZ-\)BQRWEQehZQ~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/MTE4NVg3MDA=/KGrHqZHJDQFCjyicZ-)BQRWEQehZQ~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/NTI1WDcwMA==/\(KGrHqZ,!qIFCCg!,eGdBQRWESZT-!~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/NTI1WDcwMA==/(KGrHqZ,!qIFCCg!,eGdBQRWESZT-!~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/OTMzWDcwMA==/\(KGrHqZ,!hYFCcyud04uBQRWEUvTB!~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/OTMzWDcwMA==/(KGrHqZ,!hYFCcyud04uBQRWEUvTB!~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/OTMzWDcwMA==/\(KGrHqZ,!i!FCs07eYByBQRWE\(ZWRQ~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/OTMzWDcwMA==/(KGrHqZ,!i!FCs07eYByBQRWE(ZWRQ~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/NTI1WDcwMA==/\(KGrHqZHJCgFChEtL\(UcBQRWEZfll!~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/NTI1WDcwMA==/(KGrHqZHJCgFChEtL(UcBQRWEZfll!~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/OTMzWDcwMA==/\(KGrHqV,!qCFBpy\)ocZgBQRWEbfsN!~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/OTMzWDcwMA==/(KGrHqV,!qCFBpy)ocZgBQRWEbfsN!~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/OTMzWDcwMA==/\(KGrHqV,!jUFCV6QhwjoBQRWEeGSTw~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/OTMzWDcwMA==/(KGrHqV,!jUFCV6QhwjoBQRWEeGSTw~60_12.JPG?set_id=880000500F); [http://i.ebayimg.com/00/s/MTA0Mlg3MDA=/T2eC16VHJI!E9qS08\)JJBQRWEgpgsg~60\\_12.JPG?set\\_id=880000500F](http://i.ebayimg.com/00/s/MTA0Mlg3MDA=/T2eC16VHJI!E9qS08)JJBQRWEgpgsg~60_12.JPG?set_id=880000500F);



Settings

← Post



salem kriegler  
@salemk



Painting Central, a short video about Annamarie Trombetta a painter working in Central Park, NYC..



vimeo.com

Painting Central - artist Annamarie Trombetta

Artist Annamarie Trombetta a NYC based painter working in Central Park. A profile of Annamarie as an artist.

1:00 AM · Nov 17, 2012







1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

keep asking me over and over again.

MS. HAIMSON: I believe you've only provided one sale but, regardless, if there are additional sales, you haven't confirmed whether there are additional sales and that you've produced all the sales documents that you have. It seems like even from what you're saying in this conference that you don't want to do so because you feel it's burdensome, not because you don't have additional records.

THE PLAINTIFF: No --

THE COURT: What is the relevant time period, Ms. Haimson, just remind me?

MS. HAIMSON: 2017 to present.

THE COURT: Okay. So, Ms. Trombetta, since 2017 how many paintings have you sold?

THE PLAINTIFF: I don't -- in 2017, because it was on the internet, it was only one, I provided that information.

THE COURT: Okay, what about, what about 2018, how many paintings did you sell?

THE PLAINTIFF: I -- I don't recall and I would have to look up my records. I know that this year I only sold one because the whole year has been revolving around this lawsuit. I did not do this

1 painting, I have proven that. If I didn't produce --

3 THE COURT: What you're saying is that  
4 because, what you're saying in this case, Ms.

5 Trombetta, is because of what the defendants did, you  
6 have not been able to sell other paintings. And this  
7 issue goes to your damages. So if you've been able to  
8 sell paintings or not, that's information that the  
9 defendants need to know because it impacts whether or  
10 not you've been damaged.

11 THE PLAINTIFF: I understand what it is that  
12 you're stating, I gave the information for 2000, I  
13 believe it was '14, '15, '16 and '17, this was the  
14 time that the, 2015 to 2017, I've already produced the  
15 sales or the lack of sales. Again, in 2017 I only was  
16 able to sell one very small painting.

17 THE COURT: All right, but we need to know  
18 2018, 2019, 2020 and '21.

19 THE PLAINTIFF: But why is that, because it  
20 came off the internet?

21 THE COURT: Because what you've alleged in  
22 this case is what defendants did has impacted your  
23 ability to sell your other paintings since then.

24 THE PLAINTIFF: What I said was it diminished  
25 the value of -- I lost a sale in 2015, I've never been

1 shy about bringing that to the Court's attention.

2 THE COURT: I know.

3 THE PLAINTIFF: I haven't stated that, Your  
4 Honor. I did produce from 2015 to 2017 the decline --

5 THE COURT: Okay, are you disclaiming any  
6 damages since 2017?

7 THE PLAINTIFF: Am I disclaiming any damages?

8 THE COURT: Are you saying that what  
9 defendants did, did not impact you in 2018, 2019, 2020  
10 and 2021 and 2022?

11 THE PLAINTIFF: Well when this lawsuit  
12 commenced in 2018, and this year has precluded me from  
13 being able to actually actively sell my work --

14 THE COURT: That's different --

15 THE PLAINTIFF: And I also, I produced the one  
16 and only sale that I made in --

17 THE COURT: Let me make this clear to you, Ms.  
18 Trombetta, if you do not produce any records of sale  
19 for 2018 through 2022, you will not be able to claim  
20 or seek any damages from defendants for that period.

21 THE PLAINTIFF: Well I'm claiming statutory  
22 damages which are, to my knowledge, linked into the  
23 violations. That's what I'm claiming, Your Honor. I  
24 have specifically repeated that statement, statutory  
25



1 damages. So, and I have asked a retired attorney  
2 about this.

3  
4 THE COURT: All right, well if that's the case  
5 and you're disclaiming any attempt to recover any  
6 additional amount --

7 MS. HAIMSON: Or actual damages, but I believe  
8 actual sales are still important to the analysis for  
9 statutory damages as well.

10 THE PLAINTIFF: Well if you believe it I need  
11 to confirm it. You know, a belief is not, I'm the  
12 person who should be saying believe or not.

13 THE COURT: Well, I mean --

14 THE PLAINTIFF: Because I'm a pro se litigant.

15 THE COURT: Ms. Trombetta, so --

16 THE PLAINTIFF: I don't mean to be difficult,  
17 Your Honor --

18 THE COURT: If you want to limit the amount of  
19 damages that you may be able to recover, that's fine,  
20 and if you do that by, you know, the impact of not  
21 producing documents for a particular period may mean  
22 that your recovery is limited if not precluded  
23 altogether. So I just want to make sure you understand  
24 the consequences of refusing to produce information  
25 about sales from 2018 through 2022.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

THE PLAINTIFF: I've produced 2014, 2015, 2016

--

THE COURT: I understand.

THE PLAINTIFF: And 2022, because these are years which have been, that were directly affected by the false posting on the internet, and this year, in particular, it has precluded me from being able to sell my work.

THE COURT: All right, so you are not claiming any damages for 2018, 2019, 2020 and 2021, correct?

THE PLAINTIFF: That, let's -- yes, that is correct.

THE COURT: All right, so you have it, Ms. Haimson, no damages for 2018, 2019, 2020 and 2021.

THE PLAINTIFF: It is specific to that particular posting and how it affected the drop in sales as soon as it was posted.

THE COURT: All right, Ms. Haimson, anything else on your list?

MS. HAIMSON: Thank you, yes. Request number 13 about post deposition demands. We want written confirmation as to whether she's seeking damages for physical harm. The complaint, itself, references emotional distress, she has represented during her

Re: Siddha Yoga Ashram Manhattan

From: t- [REDACTED]

To: trombettaart@yahoo.com

Date: Tuesday, April 5, 2022, 2:12 PM EDT

— Date April 5, 2022

Hello Annamarie,

I'm sorry you are just now learning the news that Susan Goldstein passed away.

Sincerely,

T- [REDACTED]

Siddha Yoga Ashram  
SYDA Foundation

<http://www.siddhayoga.org/>

---

From: Annamarie Trombetta <trombettaart@yahoo.com>

Sent: Tuesday, April 5, 2022 11:29:11 AM

To: T. [REDACTED]

Subject: Siddha Yoga Ashram Manhattan

— Date April 5, 2022

Dear Ms. F. [REDACTED]

I am contacting you regarding Siddha Yoga member Susan Goldstein.

I met Susan Goldstein through Siddha Yoga. I am an artist and Susan used to attend several exhibits either solo or group exhibitions where I showed my artwork.

I need to contact Susan and I have not heard back from her phone or email. Do you know how she is?? The last time I saw Susan Goldstein was at a group exhibition I was in at the Dacia Gallery back in 2019.

Can you kindly let me know as soon as possible.

Sincerely,

Annamarie Trombetta

Tel. 212 427-5990

[www.trombettaart.com](http://www.trombettaart.com)

Re:

---

From: Annamarie Trombetta (trombettaart@yahoo.com)

To: goldenvoices@gmail.com

Date: Friday, January 9, 2015, 3:27 PM EST

---

Hi Susan,

Many thanks for showing up in the cold and for your kind words.

Wisteria Arbor is one of my favorites as well. Not cheap and not expensive for the art world. It is \$8500 --- with NY sales tax it is \$9244 Perhaps your aunt can gift it to you---If not I can have it reproduced onto canvas and you can frame that---I would have to contact a printer for the cost.

Give me a chance to catch up regarding Turner this Saturday---Can you call the theater and ask how long---I THINK IT IS PLAYING ON THIRD AND 60th---RIGHT NEAR YOU!!!  
Cheers and thanks Annamaire

On Friday, January 9, 2015 12:13 PM, susan goldstein <goldenvoices@gmail.com> wrote:

Dear Annamarie,

Congrats! The work was stunning and so were you. I hope you are experiencing great success!

As I am in love with The Wisteria painting, how much is it?

Turner, Saturday nite?

Love and Blessings,

Sudha aka Susan

Yahoo Mail - No Subject

Plaintiff 000072

(No Subject)

From: susan goldstein (goldenvoices@gmail.com)

To: trombettaart@yahoo.com

Date: Friday, January 9, 2015, 12:13 PM EST

Dear Annamarie,

Congrats! The work was stunning and so were you. I hope you are experiencing great success!

As I am in love with The Wisteria painting, how much is it?

~~turner, Saturday nite?~~

Love and Blessings,

Sudha aka Susan

EXHIBIT # 3 (1)

Sale of  
Artwork

Jan. 9, 2015



Plaintiff 000073

EXHIBIT

# 4  
(2)Susan B. Goldstein  
531 East 52nd Street Apt 8 A  
New York, New York 10022  
[goldenvolecs@gmail.com](mailto:goldenvolecs@gmail.com)

March 4, 2019

United States Southern  
District of New York  
500 Pearl Street  
New York, New York 10007Lost Sale

Re: Sale of Oil Painting Wisteria Arbor Mandala by Artist Annamaria Trombetta

To The Honorable Judge Ronald Abrams:

I, Susan B. Goldstein, am extending this letter to the court on behalf of Artist Annamaria Trombetta in reference to the loss of a sale for one of her most beautiful paintings, Wisteria Arbor Mandala which is on her professional website.

I am a retired Professor in the Communications Dept. at Baruch College in New York City. I have been familiar with the artist Annamaria Trombetta for quite some time. It was a pleasure to attend Ms. Trombetta's openings and lectures at the Union League Gallery on Park Avenue and The Italian American Museum in "Little Italy". The exhibits were spectacular and I felt compelled to bring Annamaria's work to the attention of my aunt who is an avid art collector.

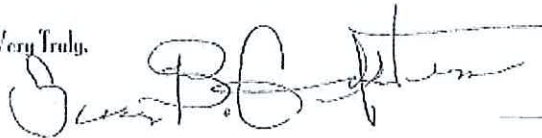
Upon viewing the photos from Ms. Trombetta's exhibitions my aunt was interested in purchasing the oil painting "Wisteria Arbor Mandala" which was eighty five hundred dollars. This was a significant investment for her collection. My aunt's personal assistant came upon a listing under Annamaria Trombetta in reference to an Oil painting done in 1972 that was damaged. The post was on some site Worthpoint which sells items of low quality and standard to include the works of Thomas Kinkadee.

As a result of this finding, I phoned Ms. Trombetta about this listing under her name which she responded that she was not aware of the internet listing. Ms. Trombetta assured me that it was not her painting and did not know why her full name was associated with such a site. I encouraged Annamaria to try and have this horrible and dreadful listing removed from the internet at once.

My aunt's assistant did point out that the description on the Worthpoint internet site reference the artist Annamaria Trombetta's website. The oil painting my aunt wished to purchase is on Annamaria's website. The reference to the website of Artist Annamaria Trombetta on the Worthpoint site is the main reason why my aunt decided not to purchase the painting. It was indeed a favorite image, however the amount of money for the painting and the association with such a "cheap and disreputable site" was too problematic to facilitate the sale of Annamaria's lovely painting. Losing the sale of eighty five hundred dollars is quite a disappointment as my aunt has quite a collection of art and to not be included in her collection is an even greater misfortune.

It is with my full support that I applaud Ms. Trombetta with her legal pursuits. These unorthodox and disreputable internet site have created so many problems for Ms. Trombetta at a time when she should have been celebrating and selling her work and her successes.

Very Truly,



Professor Susan B. Goldstein



March 4, 2019

Notary

KOMAMMED IALI  
NOTARY PUBLIC, STATE OF NEW YORK  
01AL6384792  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES DECEMBER 17, 2022



Annamarie Trombetta &lt;atrombettaart@gmail.com&gt;

---

## 2 new filings in Trombetta v. Novocin et al

---

DocketBird <do-not-reply@docketbird.com>  
To: atrombettaart@gmail.com

Mon, Dec 12, 2022 at 5:41 PM



Hello,

**You are missing filings!** Because you are not paying to follow this case, we are only sending you **some** of the filings in this case. Also, this email has been delayed by 48 hours. To get instant notifications of all filings, sign up for real-time updates.

Documents have been filed in a case you expressed interest in on DocketBird. You are **not** being charged for this notice; we are providing it as a courtesy.

Case: ***Trombetta v. Novocin et al*** (nysd-1:2018-cv-00993)

Court: Southern District of New York

332. **ENDORSED LETTER** addressed to Magistrate Judge Sarah L. Cave from Annamarie Trombetta dated 12/11/22 re: requesting an extension of time. ENDORSEMENT: On Sunday, December 11, 2022, pro se Plaintiff Annamarie Trombetta ("Ms. Trombetta") emailed Chambers requesting an extension of time to satisfy her obligations pursuant to the Court's scheduling order (ECF No. 308). Ms. Trombetta's request is GRANTED, and an order providing an extension of time to file her (i) motion to amend the complaint and (ii) expert disclosures pursuant to Federal Rule of Civil Procedure 26(a)(2) shall be issued separately. Ms. Trombetta is advised that, in accordance with the Courts Individual Rules of Practice, communications with the Court including from a pro se party must be by letter-motion filed on the docket. SO ORDERED. (Signed by Magistrate Judge Sarah L. Cave on 12/12/22) (filed: 12/12/2022)



333. **ORDER**, The Court is in receipt of pro se Plaintiff Annamarie Trombettas ("Ms. Trombetta") letters dated December 8 and 9, 2022, (ECF Nos. 33031), and orders as follows: Deposition due by 2/7/2023., Discovery due by 2/7/2023., Expert Discovery due by 2/7/2023., Motions due by 12/19/2022., Replies due by 1/17/2023., Responses due by 1/10/2023. The parties shall file a joint status report certifying the completion of all discovery by Tuesday, February 14, 2023. By Tuesday, December 13, 2022, Defendants shall file a response to Ms. Trombetta's letter requesting a more fulsome production of the data for "EAI00073 thr[ough] [] EAI00079[.]" (ECF No. 331). To the extent Ms. Trombetta raises merits issues for the Court's consideration, the Court reaffirms, (see ECF Nos. 221; 236; 244; 271; 286; 297; 302; 321), that any evidentiary or merits issues are not yet ripe, and may be appropriately raised at the summary judgment and/or trial stages of this case. The Clerk of Court is respectfully directed to mail a copy of this Order to Ms. Trombetta at the address below. Mail To: Annamarie Trombetta, 175 East 96th Street, Apt 12R, New York, New York 10128. SO ORDERED. (Signed by Magistrate Judge Sarah L Cave on 12/12/22) (filed: 12/12/2022)

You can download the documents by clicking the links above.

Thanks,

Team DocketBird

To cancel these notifications, [click here to unsubscribe](#).

Made by **Mink LLC**

Las Vegas, NV



Annamarie Trombetta <atrombettaart@gmail.com>

---

## Plaintiff's Feb. 16, 2024 Letter & 13 Exhibits Re: Relevance and Derivation of 18-cv-0993 to WorthPoint's Lawsuit in Fulton County Ga.

---

Annamarie Trombetta <atrombettaart@gmail.com>  
To: Temporary\_Pro\_Se\_Filing@nysd.uscourts.gov

Fri, Feb 16, 2024 at 2:33 PM

To Whom It May Concern,

I, Annamarie Trombetta and I am the Flier in case 18-CV-0993

Plaintiff Annamarie Trombetta  
Address 175 East 96th Street (12 R)  
New York, New York 10128  
Telephone (212) 427-5990

Plaintiff is filing a three page Letter to The Honorable Judge Swain dated February 16, 2024 Re Relevance and Derivation of 18-cv-0993 to WorthPoint's Lawsuit in Fulton County Ga. with EXHIBITS #1 to #13.

The attached 1-PDF with EXHIBITS #1 to #5 are included in the email.

PLEASE NOTE I will send a second email with 2-PDF EXHIBITS #5 to #8 and 3-PDF EXHIBITS #9 to #13

Thank you in advance for your anticipated cooperation and efforts.

Sincerely,

Annamarie Trombetta--Pro Se Plaintiff

---

### 2 attachments

 1\_Feb.16,2024 EXHIBITS #1 to #4.pdf  
5168K

 Plaintiff's Letter to Judge Swain's RE: Relevance of Civil Action No. 18-cv-0993 to WorthPoint's Ga State Court Proceeding .pdf  
529K





Annamarie Trombetta &lt;atrombettaart@gmail.com&gt;

---

## Request for Expert Report

---

Patrick Michael O'Leary <patrick@expertwitness.com>  
To: Annamarie Trombetta <atrombettaart@gmail.com>

Thu, Sep 15, 2022 at 12:42 PM

Ms. Trombetta,

An expert must have all the discovery evidence and fact witness depositions available to correctly and accurately give a professional expert opinion.

Thus, unless stipulated by the parties or by an alternative schedule set by the Court, Expert reports are generally done after discovery is complete and 90 days before the trial date.

The timeframe to analyze the above (evidence, facts, and depositions) and produce an expert report is usually 30 to 60 days.

Your opponents will usually want to depose an expert before going to trial.

They are responsible for paying the expert their hourly rate for such deposition.

In my case, I require a minimum of 8 hours for depositions and court appearances.

My hourly rate for all testimony is **\$375/hr.**

So, if your opponents exercise their right to take my deposition, they must pay a retainer of **\$3,000** before the deposition date.

I hope this helps answer your questions.

Please feel free to contact me if you have any questions.

Respectfully,

Patrick Michael O'Leary

Cell: 570-231-3141

Email: [patrick@expertwitness.com](mailto:patrick@expertwitness.com)

Resume/CV: [www.PatrickOLEary.com](http://www.PatrickOLEary.com)

[Quoted text hidden]



Annamarie Trombetta <atrombettaart@gmail.com>

## Where is my Deposition ? When is the Deposition of Norb and Marie NovocinWitness Status

Annamarie Trombetta <atrombettaart@gmail.com>

Mon. Sep 12. 2022 at 1:10 PM

To: "Farmer, Jana S." <Jana.Farmer@wilsonelser.com>

Cc: "Bialek, Adam" <Adam.Bialek@wilsonelser.com>, "Haimson, Nicole" <Nicole.Haimson@wilsonelser.com>, Anderson Duff <ajd@hoganduff.com>, "Farmer, Jana S." <Jana.Farmer@wilsonelser.com>

To All Parties

Witness Update--- Three Removals from Plaintiff's Witnesses

Please Review the Letter by Witnesses Eileen Guggenheim-- **Plaintiff's Evidence 000325** ---Remove as Witness

Please Review the Letter by Witnesses Peter Drake -- **Plaintiff's Evidence 000326** ---Remove as Witness

Please Review the Letter by Alex Raspa-- **Plaintiff's Evidence 000327** ---Remove as Witness

NEW EXPERT WITNESS Patrick Michael O'Leary is attached CV

EXPERT WITNESS Gayle Skluzacek is attached CV

Witnesses that I am awaiting Confirmation. It should happen if not today then this week.

- 1) Dan Caropreso
- 2) Dr. Joseph V. Scelsa


Submitted September 12, 2022

Annamarie Trombetta

[Quoted text hidden]

### 5 attachments

 **PL EV000326Peter Drake Dean Provost NYAA Letter Endorsement REMOVAL AS WITNESS 1.pdf**  
444K

 **PL EV 000325Eileen Guggenheim Letter endorsement REMOVAL AS WITNESS .pdf**  
393K

 **PL.EV 000327Alex Raspa NYU Letter REMOVAL AS WITNESS.pdf**  
491K

 **Patick Michael CV.pdf**  
235K

 **Gayle Skluzacek-A Full Resume 2022.pdf**  
106K

Worth Point's Evidence by Attorney John Cahill

Cahill, John

From:

Annamarie Trombetta

Sent:

Monday, September 12, 2022 1:11 PM

To:

Farmer, Jana S.

Cc:

Bialek, Adam; Haimson, Nicole; Anderson Duff

Subject:

Re: Where is my Deposition ? When is the Deposition of Norb and Marie NovocinWitness Status

Attachments:

PL EV000326Peter Drake Dean Provost NYAA Letter Endorsement REMOVAL AS WITNESS 1.pdf; PL EV 000325Eileen Guggenheim Letter endorsement REMOVAL AS WITNESS .pdf; PL.EV 000327Alex Raspa NYU Letter REMOVAL AS WITNESS.pdf; Patick Michael CV.pdf; Gayle Skluzacek-A Full Resume 2022.pdf

[EXTERNAL EMAIL]

To All Parties,

Witness Update--- Three Removals from Plaintiffs Witnesses

Please Review the Letter by Witnesses Eileen Guggenheim-- Plaintiff's Evidence 000325 ---Remove as Witness

Please Review the Letter by Witnesses Peter Drake -- Plaintiff's Evidence 000326 ---Remove as Witness

Please Review the Letter by Alex Raspa-- Plaintiff's Evidence 000327 ---Remove as Witness

NEW EXPERT WITNESS Patrick Michael O'Leary is attached CV

EXPERT WITNESS Gayle Skluzacek is attached CV

Witnesses that I am awaiting Confirmation. It should happen if not today then this week.

1) Dan Caropreso

2) Dr. Joseph V. Scelsa

Submitted September 12, 2022

Annamarie Trombetta

On Sun, Sep 11, 2022 at 4:33 PM Farmer, Jana S. <[Jana.Farmer@wilsonelser.com](mailto:Jana.Farmer@wilsonelser.com)> wrote:

Ms. Trombetta,





Annamarie Trombetta &lt;atrombettaart@gmail.com&gt;

---

**Expert Witnesses**

3 messages

**Annamarie Trombetta** <atrombettaart@gmail.com>

Thu, Sep 15, 2022 at 3:55 PM

To: "Haimson, Nicole" &lt;Nicole.Haimson@wilsonelser.com&gt;, "Farmer, Jana S." &lt;jana.farmer@wilsonelser.com&gt;, "Bialek, Adam" &lt;Adam.Bialek@wilsonelser.com&gt;, Anderson Duff &lt;ajd@hoganduff.com&gt;

To All Attorneys and Parties,

At the end of June 2022 I sent my list of witnesses to you.

To date three have been removed and have furnished letters stating the reasons for their departure.

Attached please find the CV of Expert Witness Dr. Joseph V. Scelsa --Founder and Director of the Italian American Museum and Advocate for Italian Americans.

Attached please find the response and rates from Expert Witness Patrick Michael O'Leary.

I am still waiting to hear from Peter Trippi and Dan Caropreso due to the unknown date of the trial and the schedules of these individuals.

Submitted September 15, 2022  
Annamarie Trombetta

---

**2 attachments****Curriculum Vitae Joseph V. Scelsa .pdf**  
227K**Expert Witness Patrick Michael O'Leary.pdf**  
475K

---

**Annamarie Trombetta** <atrombettaart@gmail.com>

Thu, Sep 15, 2022 at 4:51 PM

To: "Farmer, Jana S." &lt;jana.farmer@wilsonelser.com&gt;, "Bialek, Adam" &lt;Adam.Bialek@wilsonelser.com&gt;, Anderson Duff &lt;ajd@hoganduff.com&gt;, "Haimson, Nicole" &lt;Nicole.Haimson@wilsonelser.com&gt;

Please see the attached documents to accompany Dr. Scelsa's CV

[Quoted text hidden]

---

**2 attachments****Google List Italian American Museum Listing under 1972 Original Oil Man w\_Red Umbrella\_signed Annamarie Trombetta.tif**  
11677K**Scelsa v. CUNY\_Motley 11.18.92.pdf**  
4034K

Cahill, John      Worth Point's Evidence by Attorney John Cahill

From: Annamarie Trombetta  
Sent: Thursday, September 15, 2022 3:56 PM  
To: Haimson, Nicole; Farmer, Jana S.; Bialek, Adam; Anderson Duff  
Subject: Expert Witnesses  
Attachments: Curriculum Vitae Joseph V. Scelsa .pdf; Expert Witness Patrick Michael O'Leary.pdf

Sept. 15  
2022

[EXTERNAL EMAIL]

To All Attorneys and Parties,

At the end of June 2022 I sent my list of witnesses to you.

To date three have been removed and have furnished letters stating the reasons for their departure.

Attached please find the CV of Expert Witness Dr. Joseph V. Scelsa --Founder and Director of the Italian American Museum and Advocate for Italian Americans.

Attached please find the response and rates from Expert Witness Patrick Michael O'Leary.

I am still waiting to hear from Peter Trippi and Dan Caropreso due to the unknown date of the trial and the schedules of these individuals.

Submitted September 15, 2022  
Annamarie Trombetta



Annamarie Trombetta

Tel : (212) 427-5990

E-mail [trombettaart@yahoo.com](mailto:trombettaart@yahoo.com)Website [www.trombettaart.com](http://www.trombettaart.com)

“En Plein Air “ Central Park Imagery Price List 2015  
Union League Club Gallery

| Title  | Medium                         | Size                          | Price    | NY Tax   |
|--|--------------------------------|-------------------------------|----------|----------|
| 1) People Within The Underpass                               | Etching Black Ink              | Framed 12 3/4 in x 16 3/4 in. | \$800    | \$875    |
| 2) People Within The Underpass                               | Etching Two Color Overlay Inks | Framed 12 3/4 in x 16 3/4 in. | \$950    | \$1033   |
| 3) People Within The Underpass                               | Etching Blue Ink               | Framed 12 3/4 in x 16 3/4 in. | \$800    | \$875    |
| 4) Harlem Meer P-B-G   | Etching Triple Color           | Framed 10 in x 20 3/4 in.     | \$1200   | \$1305   |
| 5) Belvedere Castle P-B-G                                    | Etching Triple Color           | Framed 10 in x 20 3/4 in.     | \$1200   | \$1305   |
| 6) Belvedere Castle B-B-S                                    | Etching Triple Color           | Framed 10 in x 20 3/4 in.     | \$1200   | \$1305   |
| 7) Harlem Meer S-S-B   | Etching Triple Color           | Framed 10 in x 20 3/4 in.     | \$1200   | \$1305   |
| 8) The Two Trees   | Etching Black Ink              | Framed 18 in. x 24 in.        | \$1500   | \$1631   |
| 9) The Two Trees   | Etching RawSienna              | Framed 18 in. x 24 in.        | \$1500   | \$1631   |
| 10) The Carousel   | Etching Black Ink              | Framed 9 1/2 in. x 12 in.     | \$650    | \$707    |
| 11) TheCarousel  | Etching Blue Ink               | Framed 9 1/2 in. x 12 in.     | \$650    | \$707    |
| 12) TheCarousel  | Etching Green Ink              | Framed 9 1/2 in. x 12 in.     | \$650    | \$707    |
| 13) Belvedere Castle   | Etching Blue Ink               | Framed 9 in. x 11 in.         | \$500    | \$544    |
| 14) Belvedere Castle   | Etching Black Ink              | Framed 9 in. x 11 in.         | \$500    | \$544    |
| 15) Harlem Meer  | Etching A' la Poupe'e          | Framed 9 in. x 11 in.         | \$650    | \$707    |
| 16) People Within The Underpass                              | Etching Sanguine Ink           | Framed 12 3/4 in x 16 3/4 in  | \$800    | \$875    |
| 17) Bethesda Fountain  | Oil on Canvas                  | 24 in. Triangle               | \$6400   | \$6960   |
| 18) 18) Deep Within the Archway                              | Oil on Canvas                  | Framed 19 in. x 23 in.        | \$6500   | \$7069   |
| 19) Trefoil Arch Drawing                                     | Charcoal Pencil White Graphite | Framed 24 in. x 33 in.        | \$6800   | \$7395   |
| 20) Obelisk Sculpture Trio Right                             | Oil on Canvas                  | 12in. x 24 in.                | \$7000   | \$7525   |
| 21) Obelisk Sculpture Trio Center                            | Oil on Canvas                  | 12in. x 24 in.                | \$7000   | \$7525   |
| 22) Obelisk Sculpture Trio Left                              | Oil on Canvas                  | 12in. x 24 in.                | \$7000   | \$7525   |
| 23) Art Through the Ages                                     | Oil on Canvas                  | Hexagon 15 in. x 15 in.       | \$4500   | \$4894   |
| 24) The Two Tree with Gates                                  | Oil on Canvas                  | 18 in. x 24 in.               | \$5500   | \$5981   |
| 25) Winter-Glendale Arch Set of 4                            | Oil on Canvas                  | Oval 16 in. x 20 in           | \$6000   | \$6525   |
| 26) Spring-Inscope Arch Set of 4                             | Oil on Canvas                  | Oval 16 in. x 20 in.          | \$6000   | \$6525   |
| 27) Summer-Winterdale Arch Set of 4                          | Oil on Canvas                  | Oval 16 in. x 20 in.          | \$6000   | \$6525   |
| 28) Autumn-Greywacke Arch Set of 4                           | Oil on Canvas                  | Oval 16 in. x 20 in.          | \$6000   | \$6525   |
| 29) The Secret Garden Series Front                           | Oil on Canvas                  | Hexagon 15 in. x 18 in.       | \$4500   | \$4894   |
| 30) The Secret Garden Series Left                            | Oil on Canvas                  | Hexagon 15 in. x 18 in.       | \$4500   | \$4894   |
| 31) The Secret Garden Series Right                           | Oil on Canvas                  | Hexagon 15 in. x 18 in.       | \$4500   | \$4894   |
| 32) The Secret Garden Series Back                            | Oil on Canvas                  | Hexagon 15 in. x 18 in.       | \$4500   | \$4894   |
| 33) Circular Cascades  | Oil on Canvas                  | 20 in. Tondo                  | \$5500   | \$5981   |
| 34) Bridging Nature's Gap                                    | Oil on Canvas                  | 20 in. Tondo                  | \$5500   | \$5981   |
| 35) The Fountain   | Oil on Canvas                  | Hexagon 24 in. x 24 in.       | \$8000   | \$8700   |
| 36) Thorvaldsen Diptych                                      | Oil on Canvas                  | Two 28 in. Triangles          | \$15,000 | \$16,312 |
| 37) The Croquet Game   | Oil on Canvas                  | 30 in. Tondo                  | \$10,000 | \$10,875 |
| Male/Female Active Passive                                   |                                |                               |          |          |
| 38) The Patterns Within Create the Overall Shape of Our Life | Oil on Canvas                  | 30 in. Triangle               | \$8750   | \$9515   |
| 39) Eye of Horus Obelisk                                     | Oil on Canvas                  | 18 in. Triangle               | \$3800   | \$4133   |
| 40) Wisteria Arbor Mandala                                   | Oil on Canvas                  | Framed 26in. x 29 in.         | \$8500   | \$9244   |

|                                     |               |          |                         |        |        |
|-------------------------------------|---------------|----------|-------------------------|--------|--------|
| 41) Ascending/Descending            | Oil on Canvas | Framed   | 22 1/2 in. x 26 1/2 in. | \$8000 | \$8700 |
| 42) The Wall                        | Oil on Canvas | Framed   | 26 in. x 27 in.         | \$8500 | \$9244 |
| 43) Turtle Pond Tondos in Time      | Oil on Canvas | Set of 5 | 10 in. Tondos           | \$6500 | \$7069 |
| Winter/Spring/Summer/Autumn/Rain    |               |          |                         |        |        |
| 44) Winter Twin Vista               | Oil on Canvas | Framed   | 9 1/2 in. x 11 1/2 in.  | \$1400 | \$1522 |
| 45) Winter Beyond the Pond          | Oil on Canvas | Framed   | 10 3/4 in. x 11 1/4 in. | \$1500 | \$1631 |
| 46) Winter's Grey with Pond         | Oil on Canvas | Framed   | 10 in x 11 in.          | \$1500 | \$1631 |
| 47) City Winter Oval                | Oil on Canvas | Framed   | 10 in. x 11 3/4 in.     | \$1500 | \$1631 |
| 48) Winter Time Tondo               | Oil on Canvas | Framed   | 11 in. Circle           | \$1400 | \$1522 |
| 49) Winter White with               |               |          |                         |        |        |
| Autumn Yellow Aftermath             | Oil on Canvas | Framed   | 13 in. x 18 in.         | \$1850 | \$2011 |
| 50) The Carousing Carousel          | Oil on Canvas | Framed   | 9 3/4 in. x 9 3/4 in.   | \$1100 | \$1196 |
| 51) Spring Awakening                | Oil on Canvas | Framed   | 10 in x 12 in.          | \$1275 |        |
| 52) Spiral Stairs                   |               |          |                         |        |        |
| Ascending Descending                | Oil on Canvas | Framed   | 10 in. x 12 in.         | \$1600 | \$1740 |
| 53) By Design                       | Pastel        | Framed   | 28 1/2 in x 35 1/2 in.  | \$7800 | \$8482 |
| 54) Felicitously Fuchsia            | Pastel        | Framed   | 20 1/2 in. x 26 3/4 in. | \$4600 | \$5002 |
| 55) Bow Bridge                      | Pastel        | Framed   | 21 1/2 in. x 28 1/2 in. | \$5000 | \$5981 |
| 56) Trefoil Arch                    | Pastel        | Framed   | 21 in. x 31 in.         | * SOLD |        |
| 57) Arbre Au Rouge                  | Pastel        | Framed   | 19 in. x 23 in.         | \$4600 | \$5002 |
| 58) Rose Bud Trellis                |               |          |                         |        |        |
| Surrounding the Three Graces        | Oil on Canvas | Framed   | 11 in. x 11 in.         | \$1600 | \$1740 |
| 59) Manhattan Schists               | Oil on Canvas | Framed   | 14 in. x 14 in.         | \$2000 | \$2175 |
| 60) The Autumn Affection            | Oil on Canvas | Framed   | 14 in. Tondo            | \$2000 | \$2175 |
| 61) Ruby Red Tondo                  | Oil on Canvas | Framed   | 19 in. Tondo            | \$4000 | \$4350 |
| 62) Oval Stone Wall                 | Oil on Canvas | Framed   | 12 in. x 12 in.         | \$2000 | \$2175 |
| 63) Autumn Cityscape                | Oil on Canvas | Framed   | 13 1/2 in. Tondo        | \$1650 | \$1794 |
| 64) The Destructive Dance of Sandy  | Oil on Canvas | Framed   | 14 in. x 18 in.         | \$4000 | \$4350 |
| 65) Shadow Shaped Road              | Oil on Canvas | Framed   | 19 in. x 23 in.         | \$5600 | \$6090 |
| 66) Metropolitan Tree               | Oil on Canvas | Framed   | 24 in. x 24 in.         | \$5800 | \$6307 |
| 67) A Glimpse of the Autumn City    | Oil on Canvas | Framed   | 12 in. x 16 in.         | \$3800 | \$4132 |
| 68) Golden Yellow Hilltop           | Oil on Canvas | Framed   | 10 in. x 13 in.         | \$2000 | \$2175 |
| 69) Between the Green -Orange       | Oil on Canvas | Framed   | 10 in. x 13 in.         | \$2000 | \$2175 |
| 70) Turning Ruby Red                | Oil on Canvas | Framed   | 12 in. x 16 in.         | \$3800 | \$4132 |
| 71) Seeing Red                      | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 72) Times of Transformation         | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 73) Northern Meer                   | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 74) Preceding the Pergola           | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 75) Taking a Turn Around the        |               |          |                         |        |        |
| English Garden                      | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 76) The Italian Garden Fountain     | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 77) The Dana Discovery Center       | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 78) Zigzag Garden                   | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 79) Echoing Shadows Within the Arch | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 80) Rock Around the Lake            | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 81) The Richness of Roads           | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 82) Cultivated Gardens              | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 83) Angel of the Water              | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 84) Garden Statues                  | Watercolor    | Framed   | 12 1/2 in. x 16 3/4 in  | \$985  | \$1071 |
| 85)                                 |               |          |                         |        |        |

### Sculptural Works on Table

|                                  |               |               |                         |          |         |
|----------------------------------|---------------|---------------|-------------------------|----------|---------|
| 86) Turn Table Triangles in Case | 3-D Etchings  | Rotating Case | 13 in. x 16 in.         | \$3000   | \$3262  |
| 87) Cleopatra's Needle Pyramid   | Oil on Canvas | Four          | 36 in. Triangles        |          |         |
|                                  |               |               | 38 in. x 38 in. Pyramid | \$48,000 | \$52200 |
| 87) Central Park Clockwork Mode  |               |               |                         |          |         |
| of Multi-colored Apps            | Oil on Canvas | Cube          | 8 in. x 10 in.          |          |         |
|                                  |               | Twelve        | 2 in. x 2 in. squares   | \$15,000 | \$16312 |



Plaintiff 000074

Gmail - Letter



Annamarie Trombetta &lt;artofannamarie@gmail.com&gt;

## Letter

1 message

Scott Goodwillie &lt;scotgoodwillie@icloud.com&gt;

To: Annamarie Trombetta &lt;artofannamarie@gmail.com&gt;

Thu, Apr 7, 2022 at 9:41 AM

To Whom it May Concern:

I am a professional artist and colleague of Annamarie Trombetta whom I have known for over twenty years.

In January 2015 I attended her first solo exhibition at the Union League Club Gallery on Park Avenue in New York City. I was impressed by her work and with the number of pieces in her show. When I was informed that Ms. Trombetta did not have gallery representation, I offered to speak with gallerists whom I knew in Chelsea on her behalf. I had done so in the past and in fact in 2002 I made an introduction to the Arnot Museum Director John Ahern on Ms. Trombetta's behalf. As a result she was included in the prestigious 2003 Representational Exhibit at the Arnot Art Museum in Corning New York.

Months later, in the summer of 2015, I presented photos of Ms. Trombetta's artwork to some of my contacts. Two galleries in particular were interested, J. Cacciola and Tazza Gallery both located in Chelsea, NYC. In late August, upon scheduling a personal introduction, one of the gallerists found the eBay listing under Annamarie Trombetta's name and the owner of the gallery was no longer interested.

For those of us in the "Professional Field of Art", particularly in the year 2015, anyone selling artwork particularly on eBay or any other online platform is considered an amateur artist. The internet listing, once discovered by the galleries, sabotaged the interest in Ms. Trombetta's work. I can attest to this from personal experience that the internet link ended all possibilities of gallery representation.

I encouraged Ms. Trombetta to get the link removed from the internet as soon as possible and I am outraged that she had such a difficult time to remove the fake signature that was photo featured and referenced next to her biography. This ordeal has greatly affected Ms. Trombetta's income and reputation—for what it's truly "worth".

Sincerely

Scott B. Goodwillie  
646-784-0764

Sent from my iPhone

EXHIBIT #5



**askART**

What's my art worth? Auction Records Research Art Buy / Sell Our Services

Sign In Subscribe

Enter artist name or use alphabet

a b c d e f g h i j k l m n o p q r s t u v w x y z

## Terms of Service and Internet Privacy Policy

### ACCEPTANCE OF TERMS

Welcome to askART. These terms and conditions of use apply to and govern your use of the askART Web site (the "Site"). By using this service, you agree to the terms and conditions outlined below. If you do not agree to these terms and conditions, please do not use this site. The right to use askART services is personal and not transferable to any other person or entity.

Unless explicitly stated otherwise, any new features or service offerings that augment the current Service (as defined below) shall be subject to these Terms of Service.

askART reserves the right to change, modify, add or remove portions of these terms at any time, without notice to you. Usage of the site after changes are posted means you have accepted all such terms as posted.

As a Subscriber, unless otherwise agreed upon, the Subscriber account is limited solely to you and does not include usage by additional people or entities. You will be allowed almost unlimited access unless the activity level reaches our most active list, as determined in our sole discretion. In such case we reserve the further right in our sole discretion to issue replacement passwords at any time, and if appropriate, offer the service at a price to you to reflect this higher level of service usage. We also reserve the right to terminate your account with or without notice if we determine an abuse regarding the spirit of this agreement. We will confirm with you before making a custom pricing change, in which case you may subscribe on those different pricing terms. If you do not accept such different pricing terms, you or askART may elect to discontinue your subscription at any time.

askART reserves the right to cancel an account if in our sole determination there is unusual usage, not limited to automatic searches, storage or piracy of our data. Further, askART reserves the right to terminate any account for any reason not identified in these Terms of Service and that is not prohibited by law.

### LICENSE TO USE THE SITE

askART grants you a non-exclusive, non-transferable, limited right to access, use and display of the Site and the materials thereon for your personal use only, provided that you comply fully with these terms and conditions of use. You shall not interfere or attempt to interfere with the operation of the Site in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or the means expressly prohibited by any provision of these terms and conditions of use.

### OWNERSHIP; RESTRICTIONS; TRADEMARKS

askART owns, controls, licenses or has the right to use and provide the Site and all material on the Site, including, without limitation the askART Artist database, text, images, artist biographies, price valuation reports, articles, photographs, illustrations, audio and video clips, (collectively the "Content"). The Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. askART is the owner of the copyright in the entire Site. askART owns a copyright in the selection, coordination, arrangement and enhancement of the Site. You agree to abide by any and all copyright notices, information or restrictions displayed on the Site. askART does not grant permission to users of the site to reproduce images of original works of art.

You may not modify, create derivative works from, participate in the transfer or sale of, post on the World Wide Web, or in any way exploit the Site or any portion thereof for any public or commercial use without the express written permission of askART. You are responsible for complying with all applicable laws, rules and regulations regarding your use of any such downloaded Content. In the event of any permitted copying, redistribution or publication of material from the Site, no changes in or deletion of author attribution, trademark, legend or copyright notice shall be made.

askART and Artist Bluebook are trademarks and service marks of askART, Inc. ALL RIGHTS RESERVED. All other trademarks, service marks, product names and company names or logos appearing on the Site are the property of their respective owners. Any use of such trademarks, service marks, product names and company names or logos, including the reproduction, modification, distribution or republication without the prior written permission of the owner of same, is strictly prohibited.

### USE OF INFORMATION

As a user of the Site, you acknowledge that you may provide information regarding your tastes and preferences, and you hereby authorize askART, Inc. and its affiliates to use such information in connection with any online or offline offering or any electronic mail offering directed to you. askART, Inc. is committed to protecting your privacy. Any information that askART, Inc. collects about you will be used to enhance your utilization of the Site. By using our web site, you consent to the collection and use of this information by askART, Inc. and its affiliates.

By uploading material to any forum or by submitting any comments, recommendations or data ("information") to us, you automatically grant (or represent and warrant to us that the owner of such rights has expressly granted) to us a perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, sublicense, translate, create derivative works of and distribute such information worldwide and/or incorporate such information into any form, medium, or technology now known or later developed. In addition, you represent and warrant to us that all so-called moral rights in the information have been waived.